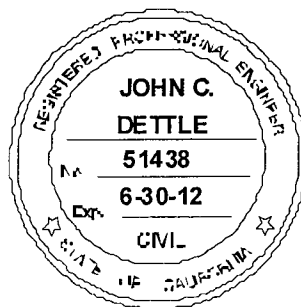
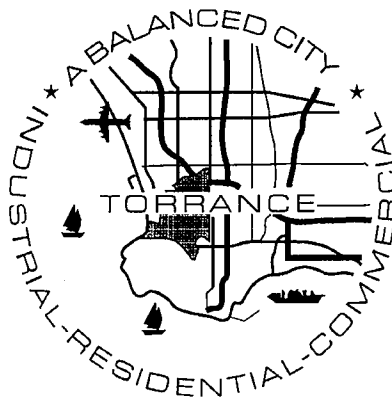


**PROPOSAL, SPECIFICATIONS, BOND  
AND AFFIDAVIT  
FOR THE CONSTRUCTION OF  
CURB, GUTTER AND SIDEWALK REPLACEMENT PROGRAM, I-93  
AND  
RESIDENTIAL SIDEWALK RAMPING (CDBG #601416-11)**

**B2011-35**



**John C. Dettle  
Acting City Engineer**

**August 2011**

## TABLE OF CONTENTS

### SECTION A

NOTICE INVITING BIDS.....	A-1
---------------------------	-----

### SECTION B

INSTRUCTIONS TO BIDDERS .....	B-1
-------------------------------	-----

### SECTION C - BID DOCUMENTS

BIDDER'S PROPOSAL .....	C-1
ACKNOWLEDGMENT OF ADDENDA RECEIVED .....	C-5
CONTRACTOR'S AFFIDAVIT .....	C-6
BID BOND .....	C-8
LIST OF SUBCONTRACTORS.....	C-9
REFERENCES .....	C-10
VIOLATIONS OF FEDERAL, STATE OR LOCAL LAWS .....	C-12
DISQUALIFICATION OR DEBARMENT .....	C-13
DBE BIDDERS LIST.....	C-14
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) COMPLIANCE DOCUMENTS .....	C-15

### SECTION D - DOCUMENTS TO BE COMPLETED AND DELIVERED TO CITY PRIOR TO AWARD OF CONTRACT

PERFORMANCE BOND .....	D-1
LABOR AND MATERIAL BOND .....	D-3
PUBLIC WORKS AGREEMENT .....	D-6
CONSTRUCTION OR SERVICE CONTRACT ENDORSEMENT .....	D-18
WORKERS' COMPENSATION INSURANCE CERTIFICATION.....	D-20

### SECTION E SPECIAL PROVISIONS

APPENDIX I	CITY OF TORRANCE PERMIT AND BUSINESS LICENSE
APPENDIX II	(NOT USED)
APPENDIX III	STANDARD PLANS AND DETECTABLE WARNING SURFACE
APPENDIX IV	CONSTRUCTION AND DEMOLITION DEBRIS RECYCLING SUMMARY
APPENDIX V	SPECIAL CASE RAMPS
APPENDIX VI	SECTION 3 CDBG DOCUMENTS (REFERENCE ONLY)
APPENDIX VII	PCC CROSS GUTTER / RAMP IMPROVEMENT INFORMATION

**SECTION A**

**NOTICE INVITING BIDS**

**CITY OF TORRANCE, CALIFORNIA**

**NOTICE INVITING BIDS**

Notice is hereby given that sealed bids for performing the following described work will be received at the Office of the City Clerk of the City of Torrance, California, **until 2:00 p.m. on Thursday, September 29, 2011**, after which time they will be publicly opened and read at 2:15 p.m. in the Council Chambers of said City:

**CONSTRUCTION OF  
CURB, GUTTER AND SIDEWALK REPLACEMENT PROGRAM, I-93  
AND  
RESIDENTIAL SIDEWALK RAMPING (CDBG #601416-11)  
B2011-35**

**The official and required form of Proposal must be obtained at the Office of the City Clerk at Torrance City Hall, 3031 Torrance Boulevard, Torrance, California. (310) 618-2870. There is no cost if obtained at City Hall. A payment of \$5 is required if delivery is requested by mail.** The \$5 includes tax and is not refundable. A prospective bidder must provide to the City Clerk the firm's name, mailing address, telephone and fax numbers, a contact person and a valid email address. This will ensure that your firm is listed as a "Plan Holder" and that you will be informed of any and all information issued, subsequent to obtaining the official form of Proposal. Addenda will be issued only by email and only to those that provide the required information to the City Clerk. Receipt of any Addendum must be acknowledged by a bidder in its submitted form of Proposal.

Plans, Bid Proposal (for reference only) and Specifications also are available for viewing and printing from the City's website at <http://www.torranceca.gov/14844.htm> However, those who only view and/or print the Plans, Bid Schedule and Specifications from the City's website will not be added to the City's Plan Holder list for this project.

Full-size 24" x 36" Plans and a bound Specifications booklet may also be obtained at the Office of the City Clerk at Torrance City Hall upon payment of \$20 if obtained at City Hall, or payment of \$25 if requested by mail. Both amounts include tax and neither amount is refundable. The \$20 or \$25 includes a copy of the official form of Proposal.

If requesting any item(s) by mail, please send check to the following:

**CITY OF TORRANCE  
OFFICE OF THE CITY CLERK  
3031 TORRANCE BLVD  
TORRANCE, CA 90509  
ATTN: B2011-35**

The Engineer's estimate of the contract total is between **\$1,800,000 and \$2,000,000**. All work shall be completed within **170** working days from the date of the Notice to Proceed (NTP).

Per Division 2, Chapter 2 of the Torrance Municipal Code, the Torrance City Council may reject any and all bids, waive any informality or irregularity in such bids, and determine the lowest responsible bidder. No facsimile bids shall be accepted by the City.

Substitution of securities for withheld funds is permitted per Section 22300 of the Public Contract Code.

The City has determined that either a Class **A** or **C8** Contractor's license is necessary to bid this project.



**THIS PROJECT IS UTILIZING COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS AND IS SUBJECT TO ALL FEDERAL RULES AND REGULATIONS INCLUDED IN THESE CONTRACT DOCUMENTS.**

This is a Federally-assisted construction contract. Federal Labor Standards Provisions outlined in the enclosed HUD-1040 form, including the prevailing wage requirements of the Davis-Bacon and Related Acts (DBRA) will be enforced. The "current Federal Wage Decision" is the one in effect 10-days prior to the bid opening and can be found on-line at <http://www.wdol.gov>. In the event of a conflict between Federal and State prevailing wage rates, the higher of the two will prevail.

Pursuant to Section 1770 et seq. of the California Labor Code, the minimum prevailing rate of per diem wages for each craft, classification, or type of workman needed to execute the Contract shall be those determined by the Director of Industrial Relations of the State of California. These wages are set forth in the General Prevailing Wage Rates for this project, available from the California Department of Industrial Relations' Internet web site at <http://www.dir.ca.gov/DLSR/PWD>.

Certified payrolls shall be submitted weekly by the contractor hired for this project.

This is a HUD Section 3 covered construction contract. A **mandatory** Section 3 Pre-Bid Meeting will be held at **10:00 a.m. on Wednesday, September 21, 2011**, at the Torrance City Yard located at 20500 Madrona Avenue in Torrance, to explain the Section 3 bid preference and hiring goals.

A responsive bid and preference order for responsive bids will be determined based on submittal of the items below. To receive consideration for the Section 3 bid preference, a bidder must submit completed and signed forms with its bid proposal.

First Bid Preference

- 1A. Submits a responsible and "reasonable" bid; and
- 1B. Submits a Section 3 Business Certification form reporting the bidder **IS** a qualified Section 3 Business Concern; and
- 1C. Submits the Section 3 Resident Certification form to support the claim of a qualified Section 3 Business Concern.

**OR**

Second Bid Preference

- 2A. Submits a responsible and "reasonable" bid; and
- 2B. Submits a Section 3 Business Certification form reporting the bidder **IS NOT** a qualified Section 3 Business Concern; and
- 2C. Submits a written plan in the form of the Section 3 Economic Opportunity Plan to identify intent to achieve the employment, training and subcontracting opportunity goals; and
- 2D. Submits supporting documentation, prior to contract award, that demonstrates it has hired and/or subcontracted with qualified persons or businesses proposed in its written plan.

A bidder who submits no completed Section 3 Business Certification form and no supporting documents is not responsive to the Section 3 requirements of the Housing Development Act of 1968 (as amended), outlined above, and will receive no consideration for a bid preference.

A "reasonable" bid is within the Zone of Consideration (refer to the formula in the **Section 3 Bid Evaluation** form provided in the Appendices of the project Specifications).

If no bidders are responsive to the Section 3 bid preference opportunity, the contract may still be awarded to the lowest, responsive and responsible bidder, in accordance with the City of Torrance's policies and procedures, consistent with the California Public Contract Code. However, the minimum requirement of Section 3 (30% of aggregate new hires must be income qualified) applies. A contractor also must sign a Section 3 Commitment form and document all efforts made during construction to hire low-income residents within the project area that would fill employment opportunities created during construction.

In the procurement of supplies, equipment, construction, and services by sub-recipients, the conflict of interest provisions in 24 CFR 85.36, OMB Circular A-110, and 24 CFR 570.611, respectively, shall apply. No employee, officer or agent of the sub-recipient shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

The City of Torrance hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation.

By order of the City Council of the City of Torrance, California.

For questions or information, please contact Craig Bilezerian in the Public Works Department at (310) 618-3054.

## **SECTION B**

### **INSTRUCTIONS TO BIDDERS**

## **CITY OF TORRANCE, CALIFORNIA**

### **INSTRUCTIONS TO BIDDERS**

#### **A. QUALIFICATION OF BIDDERS**

##### **1. Competency of Bidders**

The Bidder shall be thoroughly competent and capable of satisfactorily performing the Work covered by the Bid. As specified in the Bid Documents, the Bidder shall furnish statements of previous experience on similar work. When requested, the Bidder shall also furnish the plan of procedure proposed; the organization, machinery, plant and other equipment available for the Work; evidence of its financial condition and resources; and any other such documentation as may be required by the City to determine if the Bidder is responsible.

##### **2. Contractor's License**

At the time of submitting the Bid, the Bidder shall be licensed as a contractor in accordance with the provisions of Chapter 9, Division 3, of the California Business and Professions Code. The required prime contractor license class for the Work is shown in the project Notice Inviting Bids. However, the City reserves the right to award the Contract to a contractor with another class if the City determines that the license is proper for the work.

#### **B. BIDDER RESPONSIBILITY**

A responsible Bidder is a Bidder who has demonstrated the attribute of trustworthiness, as well as ability, fitness, capacity and experience to satisfactorily perform the work.

Bidders are notified that, in accordance with Division 2, Chapter 2 of the Torrance Municipal Code, the City Council may determine whether the Bidder is responsible based on a review of the Bidder's performance on other contracts.

If, based on the provision and criteria in Division 2, Chapter 2 of the Torrance Municipal Code, the Public Works Director proposes not to recommend the award of contract to the apparent low bidder, the Director shall notify the Bidder in writing of its intention to recommend to the City Council that the Council award the contract to the 2<sup>nd</sup> lowest responsible bidder. If the Bidder presents evidence in rebuttal to the recommendation, the Director shall evaluate the merits of such evidence, and based on that evaluation, make a recommendation to the City Council.

#### **C. ADDENDA TO THE CONTRACT DOCUMENTS**

The City may issue Addenda (electronically only) to the Contract Documents during the period of advertising for any reason. The Bidder shall acknowledge the receipt of the Addenda in their Bid. Failure of the Bidder to do so may result in the rejection of the Bid as non-responsive.

## D. PREPARATION OF THE BID

### 1. Examination of Site, Plans and Specifications

Prior to submitting a Bid, the Bidder shall examine the Plans and the Work site, carefully read the Specifications, and satisfy itself that it has the abilities and resources to complete the Work. The Bidder agrees that if it is awarded the Contract, no claim will be made against the City based on ignorance or misunderstanding of the provisions of the Contract Documents, the nature and amount of the work, and the physical and climatic conditions of the work site.

### 2. Estimated Quantities

The quantities shown in the Bid are approximate only. The Contractor will be paid for the actual quantities of work based on field measurements as provided for in these Specifications. The City reserves the right to increase or decrease the amount of any item or portion of work to be performed or materials furnished, or to delete any item, in accordance with the Specifications.

### 3. Bid Instructions and Submissions

The Bid shall be submitted on the Bid Proposal forms included with the Specifications. All Bid Documents must be completed, executed and submitted with the Bid by the Bidder.

Required Bid Proposal Documents:

- 1) Bidder's Proposal
- 2) Addenda Acknowledgment
- 3) Contractor's Affidavit
- 4) Bid Bond (10%)
- 5) List of Subcontractors
- 6) References (2 pages)
- 7) Violations of Federal or State Law
- 8) Disqualification or Debarment
- 9) DBE Bidders List
- 10) Documents required for CDBG-funded Construction projects

All prices submitted will be considered as including any and all sales or use taxes. In the case of discrepancy between unit bid price and total bid, the unit price shall prevail.

### 4. Disadvantaged Business Enterprise (DBE) Requirements

The City requires that Disadvantaged Business Enterprise (DBE) have the opportunity to participate in public works projects. All proposing prime bidders are required to submit a DBE Bidder's List form for each subcontractor and supplier, whether DBE or not, contacted during preparation of the Bid.

E. BID BOND

The Bid must be accompanied by either cash, a certified or cashier's check or a surety bond (bid bond) payable to the City of Torrance. Bids must be submitted on the proposal forms furnished with these specifications. The Bid Guaranty shall be in an amount equivalent to at least 10% of the Total Contract Bid Price including the additive bid.

F. NONRESPONSIVE BIDS AND BID REJECTION

1. A Bid in which any one (1) of the required Bid Proposal documents are not completed, executed and/or submitted may be considered non-responsive and be rejected.
2. A Bid in which the Contract Unit Prices are unbalanced, which is incomplete or which shows alteration of form or irregularities of any kind, or which contains any additions or conditional or alternate Bids that are not called for, may be considered non-responsive and be rejected.

G. AWARD OF CONTRACT

In accordance with Division 2, Chapter 2 of the Torrance Municipal Code, the City Council reserves the right to reject any and all bids received, to take all bids under advisement for a period not-to-exceed sixty (60) days after date of opening thereof, to waive any informality or irregularity in the Bid, and to be the sole judge of the merits of material included in the respective bids received.

H. EXECUTION OF CONTRACT

After the Contract is awarded, the awardee shall execute the following eight (8) documents:

- 1) Bond (100% of Bid)
- 2) Labor and Material Bond (100% of Bid)
- 3) Contract - Public Works Agreement
- 4) Verification of Insurance Coverage (Certificates and Endorsements)
- 5) Construction or Service Contract Endorsement
- 6) Workers' Compensation Insurance Certificate
- 7) Construction Permit Application Form
- 8) Business License Application Form

I. APPRENTICESHIP EMPLOYMENT STANDARDS

The Contractor is directed to the provisions in Sections 1777.5, 1777.6 and 1777.7 of the California Labor Code and Title 8, California Administrative Code, Section 200 et seq. to ensure compliance and complete understanding of the law concerning the employment of apprentices by the contractor or any subcontractor under them.

J. PERMITS, LICENSES AND PUBLIC WORKS AGREEMENT

The Contractor shall procure and execute all permits, licenses, pay all charges and fees, and give all notices necessary and incidental to the completion of the Work. The Contractor shall execute a Public Works Agreement. No fee is charged for a Construction-Excavation Permit issued by the City of Torrance for a public works project. The Contractor shall obtain a City of Torrance Business License.

K. INSURANCE

The Contractor shall maintain Insurance as specified in the Public Works Agreement included in Section D of these Specifications.

L. PRE-BID INQUIRIES

A Bidder with a Pre-Bid Inquiry must submit its question(s) in writing to the Torrance Public Works Department. All questions must be emailed to both Mr. Craig Bilezerian, Engineering Manager at [cbilezerian@torranceCA.gov](mailto:cbilezerian@torranceCA.gov) and to Ms. Lubna Arikat, Associate Engineer at [larikat@torranceCA.gov](mailto:larikat@torranceCA.gov). Please list "**CURB, GUTTER AND SIDEWALK PROGRAM RFI**" in the subject line of the email.

All questions must be received no later than 5:00 p.m. on the Thursday 1-week prior to the date for opening the bids. Questions received after this date may not be considered. For questions of a general nature, a bidder may call Ms. Lubna Arikat directly at (310) 618-3066.

**SECTION C**  
**BID DOCUMENTS**



## BIDDER'S PROPOSAL

Company: \_\_\_\_\_

Total Bid: \_\_\_\_\_

**CURB, GUTTER AND SIDEWALK REPLACEMENT PROGRAM  
AND  
RESIDENTIAL SIDEWALK RAMPING (CDBG #601416-11)  
B2011-35**

Honorable Mayor and Members  
of the Torrance City Council  
Torrance, California

Members of the Council:

In accordance with the Notice Inviting Bids pertaining to the receiving of sealed proposals by the City Clerk of the City of Torrance for the above titled improvement, the undersigned hereby proposes to furnish all Work to be performed in accordance with the Plans, Specifications, Standard Drawings, and the Contract Documents, for the unit price or lump sum set forth in the following schedule.

**BID SCHEDULE**

**(CDBG funds will be used for payment of Bid Item #2 only)**

Bid Item No.	Approx. Qty	Unit of Measure	Description	Unit Price	Total Bid
1	1,000	LF	REMOVE PCC CURB OR CURB & GUTTER (HEIGHT AND WIDTH VARIES) OUTSIDE LIMITS OF CURB ACCESS RAMP and CONSTRUCT PCC CURB OR CURB & GUTTER PER SPPWC STD. 120-2 [TYPE: A1-150(6); A1-200(8); A2-150(6) OR A2-200(8)] OVER 8" CMB, INCLUDING RESTORATION OF 1-FOOT WIDE SLOT PATCH. MATCH EXISTING CURB HEIGHT AND GUTTER WIDTH.	\$	\$
2	496	EA	REMOVE EXISTING CORNER RADIUS CURB OR CURB & GUTTER (HEIGHT/WIDTH VARIES) AND SIDEWALK. CONSTRUCT NEW CORNER PCC CURB OR CURB & GUTTER PER SPPWC STD. 120-2 [TYPE: A1-150(6); A1-200(8); A2-150(6) OR A2-200(8)] OVER 8" CMB AND 3.5" THICK CURB ACCESS RAMP ON 4" CMB, INCLUDING RESTORATION OF 1-FOOT WIDE SLOT PATCH. CURB RAMP IS NOT MONOLITHIC WITH CURB OR C&G.	\$	\$

Item #	Quantity	Unit	Description	Unit Price	Total Price
3	5,000	SF	REMOVE EXISTING SIDEWALK AND CONSTRUCT 3.5" THICK PCC SIDEWALK OVER 4" CMB, OUTSIDE LIMITS OF CURB ACCESS RAMP.	\$	\$
4	453	EA	FURNISH AND INSTALL 36" X 48" DETECTABLE WARNING SURFACE PANEL AT ACCESS RAMP.	\$	\$
5	5	EA	TREE REMOVAL	\$	\$
6	1	ALW	TREE OR PLANT TRIMMING AND/OR PRUNING	\$1,500.00	\$1,500.00
7	10	EA	SIGNS REMOVALS AND RELOCATIONS	\$	\$
8	12,800	SF	REMOVE EXISTING PAVEMENT AND CONSTRUCT 4" AC PAVEMENT OVER 4" CMB.	\$	\$
9	230	LF	NEW PAINTED CURB	\$	\$
10	50	EA	ADJUST UTILITY COVERS TO GRADE	\$	\$
11	49	EA	SURVEY MONUMENTS	\$	\$
12	1	ALW	PAVEMENT MARKINGS REMOVAL & REPLACEMENT	\$5,000.00	\$5,000.00
13	1	ALW	CROSS GUTTER CONCRETE PATCHING	\$8,000.00	\$8,000.00
14	1	EA	MANHOLE FRAME ADJUSTMENT	\$	\$
15	1	LS	CONSTRUCTION SURVEY	\$	\$
<p>Construction Survey for Cross Gutter/Ramp Improvement</p>					
16	1	LS	CONSTRUCTION SURVEY FOR CROSS GUTTER/RAMP IMPROVEMENT	\$	\$
17	400	SF	CERISE AVENUE AND 232ND STREET (LOC#124)	\$	\$
18	70	SF	PENNSYLVANIA AVENUE AND 233RD STREET (LOC#149)	\$	\$

Item No.	Quantity	Unit of Measure	Description	Unit Price	Total Price
19	880	SF	NEWTON STREET AND GLENCOE WAY (LOC#201)	\$	\$
20	880	SF	NEWTON STREET AND PITCAIRN WAY (LOC#202)	\$	\$
21	965	SF	GREEN MEADOWS AVENUE AND JANET LANE (LOC#228)	\$	\$
22	1,930	SF	GREEN MEADOWS AVENUE AND HARLEE LANE (LOC#230)	\$	\$
23	1,930	SF	HIGHGROVE AVENUE AND HARLEE LANE (LOC#231)	\$	\$
24	1,001	SF	PASEO DE PABLO AND VIA COLUSA (LOC#249)	\$	\$
25	916	SF	PASEO DE PABLO AND CALLE DE FELIPE (LOC#250)	\$	\$

TOTAL BID PRICE \$ \_\_\_\_\_  
(Figures)\*

TOTAL BID PRICE: \_\_\_\_\_  
(Words)\*

**\*BID MAY BE REJECTED IF TOTAL IS NOT SHOWN IN FIGURES AND WORDS.**

**B2011-35**

**B2011-35**

The undersigned furthermore agrees to enter into and execute a contract, with necessary bonds, at the unit prices set forth herein and in case of default in executing such contract, with necessary bonds, the check or bond accompanying this bid and the money payable thereon shall be forfeited thereby to and remain the property of the City of Torrance.

The above unit prices include all work appurtenant to the various items as outlined in the Specifications and all work or expense required for the satisfactory completion of said items. In case of discrepancies between unit prices and totals, the unit prices shall govern.

The undersigned declares that it has carefully examined the Plans, Specifications, and Contract Documents, and has investigated the site of the work and is familiar with the conditions thereon.

\_\_\_\_\_  
Contractor

Date: \_\_\_\_\_ By: \_\_\_\_\_

Contractor's State License Address: \_\_\_\_\_

No. \_\_\_\_\_

Class \_\_\_\_\_ Phone: \_\_\_\_\_

## ACKNOWLEDGMENT OF ADDENDA RECEIVED – B2011-35

The Bidder shall acknowledge the receipt of addenda by placing an "X" by each addendum received.

Addendum No. 1 \_\_\_\_\_

Addendum No. 2 \_\_\_\_\_

Addendum No. 3 \_\_\_\_\_

Addendum No. 4 \_\_\_\_\_

Addendum No. 5 \_\_\_\_\_

If an addendum or addenda have been issued by the City and not noted above as being received by the Bidder, the Bid Proposal may be rejected.

\_\_\_\_\_  
Bidder's Signature

\_\_\_\_\_  
Date

## CONTRACTOR'S AFFIDAVIT

STATE OF CALIFORNIA     }  
                                      }  
COUNTY OF \_\_\_\_\_}

**B2011-35**

\_\_\_\_\_, being first duly  
sworn, deposes and says:

1. That he is the

\_\_\_\_\_  
Title

of \_\_\_\_\_  
**(Name of Partnership, Corporation, or Sole Proprietorship)**

hereinafter called "Contractor," who has submitted to the City of Torrance a proposal for the Construction of CURB, GUTTER AND SIDEWALK REPLACEMENT PROGRAM, I-93 and RESIDENTIAL SIDEWALK RAMPING (CDBG #601416-11); B2011-35;

2. That said proposal is genuine; that the same is not sham; that all statement of facts therein are true;
3. That such proposal was not made in the interest or behalf of any person, partnership, company, association, organization or corporation not named or disclosed;
4. That the Contractor did not, directly or indirectly, induce, solicit or agree with anyone else to submit a false or sham bid, to refrain from bidding, or to withdraw the bid, to raise or fix the bid price of the Contractor or anyone else, or to raise or fix any overhead, profit or cost element of the Contractor's price or the price of anyone else; and did not attempt to induce action prejudicial to the interest of the City of Torrance, or of any other bidder, or anyone else interested in the proposed contract;
5. That the Contractor has not in any manner sought by collusion to secure for itself an advantage over any other bidder or to induce action prejudicial to the interests of the City of Torrance, or of any other bidder or of anyone else interested in the proposed contract;
6. That the Contractor has not accepted any bid from any subcontractor or materialman through any bid depository, the bylaws, rules or regulations of which prohibit or prevent the Contractor from considering any bid from any subcontractor or materialman, which is not processed through said bid depository, or which prevent any subcontractor or materialman from bidding to any contractor who does not use the facilities of or accept bids from or through such bid depository;

**CONTRACTOR'S AFFIDAVIT (CONTINUED)**

7. That the Contractor did not, directly or indirectly, submit the Contractor's bid price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any individual or group of Individuals, except to the City of Torrance, or to any person or persons who have a partnership or other financial interest with said Contractor in its business.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

Subscribed and Sworn to

before me this \_\_\_\_\_ day

of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(Contractor)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
Notary Public in and for said

County and State.

(Seal)

**BID BOND**

**B2011-35**

**KNOW ALL MEN BY THESE PRESENTS:** That we, \_\_\_\_\_

\_\_\_\_\_

as principal, and \_\_\_\_\_

as sureties, are held and firmly bound unto the City of Torrance, State of California, in the penal sum of \_\_\_\_\_ dollars (\$\_\_\_\_\_), for the payment whereof we hereby bind ourselves, our successors, heirs, executors or administrators jointly and severally, firmly by these presents.

The condition of this obligation is such that, whereas the above bounded principal is about to file with and submit to the City of Torrance a bid or proposal for the performance of certain work as required in the City of Torrance, Project No. **B2011-35**, said work being: the Construction of **CURB, GUTTER AND SIDEWALK REPLACEMENT PROGRAM, I-93 and RESIDENTIAL SIDEWALK RAMPING (CDBG #601416-11)** and in compliance with the Specifications therefor under an invitation of said City contained in a notice or advertisement for bids or proposals; now if the bid or proposal of the said principal shall be accepted and if the said work be thereupon awarded to the principal by said City and if the said principal shall enter into a contract with the said City in accordance with said bid or proposal, or if the bid or proposal of the said principal is rejected, then this bond shall be void and of no effect and otherwise in full force and effect.

**WITNESS** our hands this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Surety/Attorney-in-Fact

\_\_\_\_\_  
Signature

Name: \_\_\_\_\_  
Local Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone No.: \_\_\_\_\_  
Fax No.: \_\_\_\_\_



## LIST OF SUBCONTRACTORS

The Bidder is required to fill in the following blanks in accordance with the provisions of the Subletting and Subcontracting Fair Practices Act (Chapter 2 of Division 5, Title 1 of the Government Code of the State of California) and should familiarize itself with Section 2-3 of the Standard Specifications.

Name Under Which Subcontractor is Licensed: \_\_\_\_\_

CA License Number, Classification and Type: \_\_\_\_\_

Address of Office, Mill or Shop: \_\_\_\_\_

Specific Description of Sub-Contract: \_\_\_\_\_

Name Under Which Subcontractor is Licensed: \_\_\_\_\_

CA License Number, Classification and Type: \_\_\_\_\_

Address of Office, Mill or Shop: \_\_\_\_\_

Specific Description of Sub-Contract: \_\_\_\_\_

Name Under Which Subcontractor is Licensed: \_\_\_\_\_

CA License Number, Classification and Type: \_\_\_\_\_

Address of Office, Mill or Shop: \_\_\_\_\_

Specific Description of Sub-Contract: \_\_\_\_\_

Name Under Which Subcontractor is Licensed: \_\_\_\_\_

CA License Number, Classification and Type: \_\_\_\_\_

Address of Office, Mill or Shop: \_\_\_\_\_

Specific Description of Sub-Contract: \_\_\_\_\_

Subcontractors listed in accordance with the provisions of Section 2-3 must be properly licensed under the laws of the State of California for the type of work which they are to perform. Do not list alternate subcontractors for the same work.

**REFERENCES**

(List only work that is similar in scope, magnitude and degree of difficulty and completed by the Contractor within the past three [3] years.)

1. Name (Firm/Agency): \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Telephone No.: \_\_\_\_\_  
Title of Project: \_\_\_\_\_  
Project Location: \_\_\_\_\_  
Date of Completion: \_\_\_\_\_ Contract Amount: \$ \_\_\_\_\_
2. Name (Firm/Agency): \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Telephone No.: \_\_\_\_\_  
Title of Project: \_\_\_\_\_  
Project Location: \_\_\_\_\_  
Date of Completion: \_\_\_\_\_ Contract Amount: \$ \_\_\_\_\_
3. Name (Firm/Agency): \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Telephone No.: \_\_\_\_\_  
Title of Project: \_\_\_\_\_  
Project Location: \_\_\_\_\_  
Date of Completion: \_\_\_\_\_ Contract Amount: \$ \_\_\_\_\_
4. Name (Firm/Agency): \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Telephone No.: \_\_\_\_\_  
Title of Project: \_\_\_\_\_  
Project Location: \_\_\_\_\_  
Date of Completion: \_\_\_\_\_ Contract Amount: \$ \_\_\_\_\_

**REFERENCES**

If Contractor has not performed work for the City of Torrance within the last five (5) years, list all work done within said five years (attach additional sheets if necessary). Note if work was done as subcontractor [include only subcontract amount]:

<b>Work Description &amp; Contract Amount</b>	<b>Agency</b>	<b>Date Completed</b>

Contractor's License No.: \_\_\_\_\_ Class: \_\_\_\_\_

a. Date first obtained: \_\_\_\_\_ Expiration \_\_\_\_\_

b. Has License ever been suspended or revoked? \_\_\_\_\_

If yes, describe when and why: \_\_\_\_\_

c. Any current claims against License or Bond? \_\_\_\_\_

If yes, describe claims: \_\_\_\_\_

Principals in Company (List all – attach additional sheets if necessary):

<u>NAME</u>	<u>TITLE</u>	<u>LICENSE NO.</u> (If Applicable)
_____	_____	_____
_____	_____	_____
_____	_____	_____

## VIOLATIONS OF FEDERAL, STATE OR LOCAL LAWS

1. Has your firm or its officers been assessed any penalties by an agency for noncompliance or violations of Federal, State or Local labor laws and/or business or licensing regulations within the past five (5) years relating to your construction projects?

Yes/No: \_\_\_\_\_ Federal/State: \_\_\_\_\_

If "yes," identify and describe, (including agency and status): \_\_\_\_\_

---

---

---

Have the penalties been paid? Yes/No: \_\_\_\_\_

2. Does your firm or its officers have any ongoing investigations by any public agency regarding violations of the State Labor Code, California Business and Professions Code or State Licensing Laws?

Yes/No: \_\_\_\_\_ Code/Laws: \_\_\_\_\_ Section/Article: \_\_\_\_\_

If "yes," identify and describe, (including agency and status): \_\_\_\_\_

---

---

---

## **DISQUALIFICATION OR DEBARMENT**

Has your firm, any officer of your firm, or any employee who has a proprietary interest in your firm ever been disqualified, removed, or otherwise prevented from bidding on, performing work on, or completing a federal, state or local project because of a violation of law or a safety regulation? Yes/No: \_\_\_\_\_. If yes, provide the following information (if more than once, use separate sheets):

Date: \_\_\_\_\_ Entity: \_\_\_\_\_

Location: \_\_\_\_\_

Reason: \_\_\_\_\_

---

---

---

---

Provide Status and any Supplemental Statement: \_\_\_\_\_

---

---

---

---

Has your firm been reinstated by this entity? Yes/No: \_\_\_\_\_

## DBE BIDDERS LIST

All bidders are required to provide the following information for each DBE and non-DBE subcontractor or subconsultant who provided a proposal, bid, quote, or were contacted by the proposed prime bidder. This information is required from the proposed prime bidder and must be submitted with their bid/proposal. The City of Torrance will use this information to maintain and update a "Bidders" List to assist in the overall annual DBE goal-setting process.

<b>Firm Name:</b> _____	<b>Phone:</b> _____
<b>Address:</b> _____	<b>Fax:</b> _____
<b>Contact Person:</b> _____	<b>No. of years in business:</b> _____
<b>Is the firm currently certified as a DBE under 49 CFR Part 26:</b> YES: ____ NO: ____	
<b>Type of work/services/materials provided by firm?</b> _____ _____	
<b>What was your firm's Gross Annual receipts for last year?</b>	
Less than \$1 Million Less than \$5 Million Less than \$10 Million Less than \$15 Million More than \$15 Million	

This form can be duplicated if necessary to report all bidders (DBEs and non-DBEs) information.

## **NOTICE TO BIDDERS**

### **COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) COMPLIANCE DOCUMENTS FOR CONSTRUCTION CONTRACTS of \$100,000 or more**

A Bidder is required to familiarize itself with the information provided on the following pages. Failure to comply with and/or meet the requirements may result in a bid being determined incomplete or non-responsive.

**A bidder is required to submit the following Compliance forms with its Bid Proposal:**

- ☐ **1: County Lobbying Certification (C-23)**
- ☐ **2: Request for Additional Classification and Rate (C-25)**
- ☐ **3: Contractor's List of Proposed Subcontractors (C-26)**
- ☐ **4: Worker's Compensation Certification (C-27)**
- ☐ **5: Non-Segregated Facilities Certification C-28)**
- ☐ **6: Past Performance Certification (C-29)**
- ☐ **7: Notice of Equal Employment Opportunity Commitment (C-40)**
- ☐ **8: Non Collusive Affidavit (C-41)**
- ☐ **9: Federal Lobbying Certification (C-42)**
- ☐ **10: Section 3 Business Certification C-45)**
- ☐ **11: Section 3 Resident Certification (C-46)**
- ☐ **12: Section 3 Economic Opportunity Plan (C-47)**
- ☐ **13: Notice of Section 3 Commitment (C-49)**

### **CONFLICT OF INTEREST:**

In the procurement of supplies, equipment, construction, and services by sub-recipients, the conflict of interest provisions in 24 CFR 85.36, OMB Circular A-110, and 24 CFR 570.611, respectively, shall apply. No employee, officer or agent of the sub-recipient shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

### **FEDERAL EQUAL EMPLOYMENT OPPORTUNITY & AFFIRMATIVE ACTION REQUIREMENTS:**

Construction contracts of \$100,000 or more require all bidders to commit to providing equal employment, training and contracting opportunities without discrimination.

### **SECTION 3**

Bidders must commit to provide employment, training and contracting opportunities to qualified Section 3 Business Concerns or low-income Residents within the contract area in order to be considered a Section 3 Responsive Bidder. See Section 3 Clause.

### **CONTRACTOR'S DUTY TO PAY PREVAILING WAGES:**

In addition to California Labor Code Section 1770 et seq., federally assisted construction contracts of \$2,000 or more require compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) as supplemented by Department of Labor regulations (29 CFR Part 5).

This construction project is being funded in whole or in part with U.S. Department of Housing & Urban Development (HUD) Federal Community Development Block Grant (CDBG) funds. Federal Labor Standards Provisions (HUD-4010 form), including the prevailing wage requirements of the Davis-Bacon & Related Acts (DBRA), will be enforced. In the event of a conflict between Federal Regulations and State Law prevailing wage requirement, the higher of the two will prevail.

Workers must be paid each week, no less than the hourly wage rate plus the hourly fringe benefit listed in the Federal Wage Decision. Work classifications reported on weekly payroll reports must conform to the appropriate work classification listed on the Federal Wage Decision in effect 10 days prior to opening of this bid.

### **COMPETITIVE BID CONTRACTS:**

The Prime Contractor must ensure that each sub-contractor and lower-tier contractor receives a copy of the Federal Wage Decision and the Federal Labor Standards Provisions (HUD-4010 form). Each contractor, sub-contractor and lower-tier contractor is responsible for reviewing the Wage Decision in advance to insure each work classification to be used is listed on the Wage Decision. Work Classifications or Wage Rates paid to workers for any work performed on this project that do not conform to the work classifications or wage rates listed in the Federal Wage Decision MUST BE APPROVED IN ADVANCE BY HUD.



## Federal Labor Standards Provisions

## U.S. Department of Housing and Urban Development Office of Labor Relations

### Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance

A. 1. (i) **Minimum Wages.** All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

**2. Withholding.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract in the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract. HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

**3. (i) Payrolls and basic records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

6. **Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.

6. **Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. **Contract termination; debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. **Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) **Certification of Eligibility.** By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration . . . makes, utters or publishes any statement knowing the same to be false . . . shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. **Complaints, Proceedings, or Testimony by Employees.** No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. **Contract Work Hours and Safety Standards Act.** The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

---

(3) **Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. **Health and Safety.** The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

## FEDERAL WAGE DECISION

On the following pages is the Federal Wage Decision effective at the time this document was issued.

The "current Federal Wage Decision" is the one in effect 10-days prior to the bid opening date and can be found on-line at <http://www.wdol.gov>.

Any revisions to the applicable federal wage rates, up to 10 days before bid opening, shall be identified by the issuance of an addendum with the corresponding Internet Website address of where the revisions can be found.

General Decision Number: CA100033 08/05/2011 CA33

Superseded General Decision Number: CA20080033

State: California

Construction Types: Building, Heavy (Heavy and Dredging) and Highway

County: Los Angeles County in California.

BUILDING CONSTRUCTION PROJECTS; DREDGING PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	03/12/2010
1	03/26/2010
2	04/02/2010
3	04/16/2010
4	06/04/2010
5	06/25/2010
6	07/02/2010
7	07/23/2010
8	08/06/2010
9	08/13/2010
10	08/27/2010
11	09/03/2010
12	09/10/2010
13	09/24/2010
14	10/08/2010
15	12/03/2010
16	01/21/2011
17	02/18/2011
18	03/04/2011
19	04/08/2011
20	04/15/2011
21	04/29/2011
22	05/06/2011
23	05/20/2011
24	05/27/2011
25	06/03/2011
26	06/10/2011
27	07/22/2011
28	07/29/2011
29	08/05/2011

ASBE0005-002 06/28/2010

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems).....\$ 32.79		16.31
Fire Stop Technician		

(Application of Firestopping  
Materials for wall openings  
and penetrations in walls,  
floors, ceilings and curtain  
walls).....\$ 24.21 13.76

-----  
ASBE0005-004 06/28/2010

	Rates	Fringes
Asbestos Removal worker/hazardous material handler (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not)....	\$ 18.70	8.65

-----  
BOIL0092-003 05/01/2011

	Rates	Fringes
BOILERMAKER.....	\$ 41.26	25.27

-----  
BRCA0004-007 05/01/2011

	Rates	Fringes
BRICKLAYER; MARBLE SETTER.....	\$ 36.41	12.40

-----  
BRCA0018-004 06/01/2008

	Rates	Fringes
MARBLE FINISHER.....	\$ 25.52	9.08
TILE FINISHER.....	\$ 21.07	7.88
TILE LAYER.....	\$ 32.05	11.99

-----  
BRCA0018-010 09/01/2009

	Rates	Fringes
TERRAZZO FINISHER.....	\$ 26.59	9.62
TERRAZZO WORKER/SETTER.....	\$ 33.63	10.46

-----  
CARP0409-001 07/01/2010

	Rates	Fringes
CARPENTER (1) Carpenter, Cabinet Installer, Insulation Installer, Hardwood Floor Worker and acoustical installer, and solar panels.	\$ 37.35	11.08
(2) Millwright.....	\$ 37.85	11.08
(3) Piledriver/Derrick		



Bargeman, Bridge or Dock Carpenter, Heavy Framer, Rock Bargeman or Scowman, Rockslinger, Shingler (Commercial).....	\$ 37.48	11.08
(4) Pneumatic Nailer, Power Stapler.....	\$ 37.60	11.08
(5) Sawfiler.....	\$ 37.44	11.08
(6) Scaffold Builder.....	\$ 28.55	11.08
(7) Table Power Saw Operator.....	\$ 37.45	11.08

FOOTNOTE: Work of forming in the construction of open cut  
sewers or storm drains, on operations in which horizontal  
lagging is used in conjunction with steel H-Beams driven or  
placed in pre- drilled holes, for that portion of a lagged  
trench against which concrete is poured, namely, as a  
substitute for back forms (which work is performed by  
piledrivers): \$0.13 per hour additional. Certified Welder  
- \$1.00 per hour premium.

-----  
CARP0409-002 07/01/2008

	Rates	Fringes
Diver		
(1) Wet.....	\$ 663.68	9.82
(2) Standby.....	\$ 331.84	9.82
(3) Tender.....	\$ 323.84	9.82
(4) Assistant Tender.....	\$ 299.84	9.82

Amounts in "Rates" column are per day

-----  
CARP0409-005 07/01/2010

	Rates	Fringes
Drywall		
DRYWALL INSTALLER/LATHER....	\$ 37.35	11.08
STOCKER/SCRAPPER.....	\$ 10.00	6.67

-----  
CARP0409-008 08/01/2010

	Rates	Fringes
Modular Furniture Installer.....	\$ 17.00	7.41

-----  
ELEC0011-004 07/25/2011

	Rates	Fringes
ELECTRICIAN (INSIDE ELECTRICAL WORK)		
Journeyman Electrician.....	\$ 36.45	23.26
ELECTRICIAN (INTELLIGENT TRANSPORTATION SYSTEMS Street Lighting, Traffic Signals, CCTV, and Underground Systems)		
Journeyman Transportation Electrician.....	\$ 36.25	23.46

Technician.....\$ 27.19

23.19

## FOOT NOTE:

CABLE SPLICER & INSTRUMENT PERSON: Recieve 5% additional per hour above Journeyman Electrician basic hourly rate.  
TUNNEL WORK: 10% additional per hour.

## SCOPE OF WORK - TRANSPORTATION SYSTEMS

## ELECTRICIAN:

Installation of street lights and traffic signals, including electrical circuitry, programmable controllers, pedestal-mounted electrical meter enclosures and laying of pre-assembled multi-conductor cable in ducts, layout of electrical systems and communication installation, including proper position of trench depths and radius at duct banks, location for man holes, pull boxes, street lights and traffic signals. Installation of underground ducts for electrical, telephone, cable television and communication systems. Pulling, termination and splicing of traffic signal and street lighting conductors and electrical systems including interconnect, detector loop, fiber optic cable and video/cable.

## TECHNICIAN:

Distribution of material at job site, manual excavation and backfill, installation of system conduits and raceways for electrical, telephone, cable television and communication systems. Pulling, terminating and splicing of traffic signal and street lighting conductors and electrical systems including interconnect, detector loop, fiber optic cable and video/data.

-----  
\* ELEC0011-005 07/25/2011

COMMUNICATIONS & SYSTEMS WORK (excludes any work on Intelligent Transportation Systems or CCTV highway systems)

	Rates	Fringes
Communications System		
Installer.....	\$ 27.25	11.35
Technician.....	\$ 30.23	8.85+3%

SCOPE OF WORK The work covered shall include the installation, testing, service and maintenance, of the following systems that utilize the transmission and/or transference of voice, sound, vision and digital for commercial, education, security and entertainment purposes for TV monitoring and surveillance, background foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call system, radio page, school intercom and sound, burglar alarms and low voltage master clock systems.

A. Communication systems that transmit or receive information and/or control systems that are intrinsic to the above

listed systems SCADA (Supervisory control/data acquisition  
PCM (Pulse code modulation) Inventory control systems  
Digital data systems Broadband & baseband and carriers  
Point of sale systems VSAT data systems Data communication  
systems RF and remote control systems Fiber optic data  
systems

B. Sound and Voice Transmission/Transference Systems  
Background-Foreground Music Intercom and Telephone  
Interconnect Systems Sound and Musical Entertainment  
Systems Nurse Call Systems Radio Page Systems School  
Intercom and Sound Systems Burglar Alarm Systems  
Low-Voltage Master Clock Systems Multi-Media/Multiplex  
Systems Telephone Systems RF Systems and Antennas and Wave  
Guide

C. \*Fire Alarm Systems-installation, wire pulling and  
testing.

D. Television and Video Systems Television Monitoring and  
Surveillance Systems Video Security Systems Video  
Entertainment Systems Video Educational Systems CATV and  
CCTV

E. Security Systems, Perimeter Security Systems, Vibration  
Sensor Systems  
Sonar/Infrared Monitoring Equipment, Access Control Systems,  
Card Access Systems

\*Fire Alarm Systems

1. Fire Alarms-In Raceways: Wire and cable pulling in  
raceways performed at the current electrician wage rate and  
fringe benefits. Installation and termination of devices,  
panels, startup, testing and programming performed by the  
Technician.
2. Fire Alarms-Open Wire Systems: installed by the Technician.

-----  
ELEC1245-001 06/01/2010

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer..\$ 46.14		13.41
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment).....\$ 36.85		12.36
(3) Groundman.....\$ 28.19		12.10
(4) Powderman.....\$ 41.20		12.53

HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day,  
Independence Day, Labor Day, Veterans Day, Thanksgiving Day  
and day after Thanksgiving, Christmas Day

-----  
\* ELEV0018-001 01/01/2011

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 46.58	21.785

## FOOTNOTE:

PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.  
 PAID HOLIDAYS: New Years Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

-----  
 ENGI0012-003 07/01/2011

	Rates	Fringes
OPERATOR: Power Equipment		
(All Other Work)		
GROUP 1.....	\$ 36.13	20.77
GROUP 2.....	\$ 36.91	20.77
GROUP 3.....	\$ 37.20	20.77
GROUP 4.....	\$ 38.69	20.77
GROUP 5.....	\$ 40.49	20.77
GROUP 6.....	\$ 38.91	20.77
GROUP 8.....	\$ 39.02	20.77
GROUP 9.....	\$ 40.82	20.77
GROUP 10.....	\$ 30.14	20.77
GROUP 11.....	\$ 40.94	20.77
GROUP 12.....	\$ 39.31	20.77
GROUP 13.....	\$ 39.41	20.77
GROUP 14.....	\$ 39.44	20.77
GROUP 15.....	\$ 39.52	20.77
GROUP 16.....	\$ 39.64	20.77
GROUP 17.....	\$ 39.81	20.77
GROUP 18.....	\$ 39.91	20.77
GROUP 19.....	\$ 40.02	20.77
GROUP 20.....	\$ 40.14	20.77
GROUP 21.....	\$ 40.31	20.77
GROUP 22.....	\$ 40.41	20.77
GROUP 23.....	\$ 40.52	20.77
GROUP 24.....	\$ 40.64	20.77
GROUP 25.....	\$ 40.81	20.77

OPERATOR: Power Equipment  
 (Cranes, Piledriving &  
 Hoisting)

GROUP 1.....	\$ 37.48	20.77
GROUP 2.....	\$ 38.26	20.77
GROUP 3.....	\$ 38.55	20.77
GROUP 4.....	\$ 38.69	20.77
GROUP 5.....	\$ 38.91	20.77
GROUP 6.....	\$ 39.02	20.77
GROUP 7.....	\$ 39.14	20.77
GROUP 8.....	\$ 39.31	20.77
GROUP 9.....	\$ 39.48	20.77
GROUP 10.....	\$ 40.48	20.77
GROUP 11.....	\$ 41.48	20.77
GROUP 12.....	\$ 42.48	20.77
GROUP 13.....	\$ 43.48	20.77

OPERATOR: Power Equipment  
 (Tunnel Work)

GROUP 1.....	\$ 37.98	20.77
GROUP 2.....	\$ 38.76	20.77
GROUP 3.....	\$ 39.05	20.77
GROUP 4.....	\$ 39.19	20.77
GROUP 5.....	\$ 39.41	20.77
GROUP 6.....	\$ 39.52	20.77
GROUP 7.....	\$ 39.64	20.77

#### PREMIUM PAY:

\$3.75 per hour shall be paid on all Power Equipment Operator work on the following Military Bases: China Lake Naval Reserve, Vandenberg AFB, Point Arguello, Seely Naval Base, Fort Irwin, Nebo Annex Marine Base, Marine Corp Logistics Base Yermo, Edwards AFB, 29 Palms Marine Base and Camp Pendleton

Workers required to suit up and work in a hazardous material environment: \$2.00 per hour additional. Combination mixer and compressor operator on gunite work shall be classified as a concrete mobile mixer operator.

#### SEE ZONE DEFINITIONS AFTER CLASSIFICATIONS

#### POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Bargeman; Brakeman; Compressor operator; Ditch Witch, with seat or similar type equipment; Elevator operator-inside; Engineer Oiler; Forklift operator (includes loed, lull or similar types under 5 tons; Generator operator; Generator, pump or compressor plant operator; Pump operator; Signalman; Switchman

GROUP 2: Asphalt-rubber plant operator (nurse tank operator); Concrete mixer operator-skip type; Conveyor operator; Fireman; Forklift operator (includes loed, lull or similar types over 5 tons; Hydrostatic pump operator; oiler crusher (asphalt or concrete plant); Petromat laydown machine; PJU side dum jack; Screening and conveyor machine operator (or similar types); Skiploader (wheel type up to 3/4 yd. without attachment); Tar pot fireman; Temporary heating plant operator; Trenching machine oiler

GROUP 3: Asphalt-rubber blend operator; Bobcat or similar type (Skid steer); Equipment greaser (rack); Ford Ferguson (with dragtype attachments); Helicopter radioman (ground); Stationary pipe wrapping and cleaning machine operator

GROUP 4: Asphalt plant fireman; Backhoe operator (mini-max or similar type); Boring machine operator; Boxman or mixerman (asphalt or concrete); Chip spreading machine operator; Concrete cleaning decontamination machine operator; Concrete Pump Operator (small portable); Drilling machine operator, small auger types (Texoma super economatic or similar types - Hughes 100 or 200 or similar types - drilling depth of 30' maximum); Equipment greaser (grease truck); Guard rail post driver operator; Highline cableway signalman; Horizontal Directional Drilling Machine; Hydra-hammer-aero stomper; Micro Tunneling (above ground tunnel); Power concrete curing machine operator; Power concrete saw operator; Power-driven jumbo form setter

operator; Power sweeper operator; Rock Wheel Saw/Trencher; Roller operator (compacting); Screed operator (asphalt or concrete); Trenching machine operator (up to 6 ft.); Vacuum or much truck

GROUP 5: Equipment Greaser (Grease Truck/Multi Shift).

GROUP 6: Articulating material hauler; Asphalt plant engineer; Batch plant operator; Bit sharpener; Concrete joint machine operator (canal and similar type); Concrete planer operator; Dandy digger; Deck engine operator; Derrickman (oilfield type); Drilling machine operator, bucket or auger types (Calweld 100 bucket or similar types - Watson 1000 auger or similar types - Texoma 330, 500 or 600 auger or similar types - drilling depth of 45' maximum); Drilling machine operator; Hydrographic seeder machine operator (straw, pulp or seed), Jackson track maintainer, or similar type; Kalamazoo Switch tamper, or similar type; Machine tool operator; Maginnis internal full slab vibrator, Mechanical berm, curb or gutter (concrete or asphalt); Mechanical finisher operator (concrete, Clary-Johnson-Bidwell or similar); Micro tunnel system (below ground); Pavement breaker operator (truck mounted); Road oil mixing machine operator; Roller operator (asphalt or finish), rubber-tired earth moving equipment (single engine, up to and including 25 yds. struck); Self-propelled tar pipelining machine operator; Skiploader operator (crawler and wheel type, over 3/4 yd. and up to and including 1-1/2 yds.); Slip form pump operator (power driven hydraulic lifting device for concrete forms); Tractor operator-bulldozer, tamper-scraper (single engine, up to 100 h.p. flywheel and similar types, up to and including D-5 and similar types); Tugger hoist operator (1 drum); Ultra high pressure waterjet cutting tool system operator; Vacuum blasting machine operator

GROUP 8: Asphalt or concrete spreading operator (tamping or finishing); Asphalt paving machine operator (Barber Greene or similar type); Asphalt-rubber distribution operator; Backhoe operator (up to and including 3/4 yd.), small ford, Case or similar; Cast-in-place pipe laying machine operator; Combination mixer and compressor operator (gunite work); Compactor operator (self-propelled); Concrete mixer operator (paving); Crushing plant operator; Drill Doctor; Drilling machine operator, Bucket or auger types (Calweld 150 bucket or similar types - Watson 1500, 2000 2500 auger or similar types - Texoma 700, 800 auger or similar types - drilling depth of 60' maximum); Elevating grader operator; Grade checker; Gradall operator; Grouting machine operator; Heavy-duty repairman; Heavy equipment robotics operator; Kalamazoo balliste regulator or similar type; Kolman belt loader and similar type; Le Tourneau blob compactor or similar type; Loader operator (Athey, Euclid, Sierra and similar types); Mobark Chipper or similar; Ozzie padder or similar types; P.C. slot saw; Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pumpcrete gun operator; Rock Drill or similar types; Rotary drill operator (excluding caisson type); Rubber-tired earth-moving equipment operator (single engine, caterpillar, Euclid, Athey Wagon and similar types with any

and all attachments over 25 yds. up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator (multiple engine up to and including 25 yds. struck); Rubber-tired scraper operator (self-loading paddle wheel type-John Deere, 1040 and similar single unit); Self-propelled curb and gutter machine operator; Shuttle buggy; Skiploader operator (crawler and wheel type over 1-1/2 yds. up to and including 6-1/2 yds.); Soil remediation plant operator; Surface heaters and planer operator; Tractor compressor drill combination operator; Tractor operator (any type larger than D-5 - 100 flywheel h.p. and over, or similar-bulldozer, tamper, scraper and push tractor single engine); Tractor operator (boom attachments), Traveling pipe wrapping, cleaning and bending machine operator; Trenching machine operator (over 6 ft. depth capacity, manufacturer's rating); trenching Machine with Road Miner attachment (over 6 ft depth capacity): Ultra high pressure waterjet cutting tool system mechanic; Water pull (compaction) operator

#### GROUP 9: Heavy Duty Repairman

GROUP 10: Drilling machine operator, Bucket or auger types (Calweld 200 B bucket or similar types-Watson 3000 or 5000 auger or similar types-Texoma 900 auger or similar types-drilling depth of 105' maximum); Dual drum mixer, dynamic compactor LDC350 (or similar types); Monorail locomotive operator (diesel, gas or electric); Motor patrol-blade operator (single engine); Multiple engine tractor operator (Euclid and similar type-except Quad 9 cat.); Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Pneumatic pipe ramming tool and similar types; Prestressed wrapping machine operator; Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Rubber tired earth moving equipment operator (multiple engine, Euclid, caterpillar and similar over 25 yds. and up to 50 yds. struck), Tower crane repairman; Tractor loader operator (crawler and wheel type over 6-1/2 yds.); Woods mixer operator (and similar Pugmill equipment)

GROUP 11: Heavy Duty Repairman - Welder Combination, Welder - Certified.

GROUP 12: Auto grader operator; Automatic slip form operator; Drilling machine operator, bucket or auger types (Calweld, auger 200 CA or similar types - Watson, auger 6000 or similar types - Hughes Super Duty, auger 200 or similar types - drilling depth of 175' maximum); Hoe ram or similar with compressor; Mass excavator operator less tha 750 cu. yards; Mechanical finishing machine operator; Mobile form traveler operator; Motor patrol operator (multi-engine); Pipe mobile machine operator; Rubber-tired earth- moving equipment operator (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck); Rubber-tired self- loading scraper operator (paddle-wheel-auger type self-loading - two (2) or more units)

GROUP 13: Rubber-tired earth-moving equipment operator operating equipment with push-pull system (single engine,

up to and including 25 yds. struck)

GROUP 14: Canal liner operator; Canal trimmer operator;  
Remote- control earth-moving equipment operator (operating  
a second piece of equipment: \$1.00 per hour additional);  
Wheel excavator operator (over 750 cu. yds.)

GROUP 15: Rubber-tired earth-moving equipment operator,  
operating equipment with push-pull system (single engine,  
Caterpillar, Euclid, Athey Wagon and similar types with any  
and all attachments over 25 yds. and up to and including 50  
yds. struck); Rubber-tired earth-moving equipment operator,  
operating equipment with push-pull system (multiple  
engine-up to and including 25 yds. struck)

GROUP 16: Rubber-tired earth-moving equipment operator,  
operating equipment with push-pull system (single engine,  
over 50 yds. struck); Rubber-tired earth-moving equipment  
operator, operating equipment with push-pull system  
(multiple engine, Euclid, Caterpillar and similar, over 25  
yds. and up to 50 yds. struck)

GROUP 17: Rubber-tired earth-moving equipment operator,  
operating equipment with push-pull system (multiple engine,  
Euclid, Caterpillar and similar, over 50 cu. yds. struck);  
Tandem tractor operator (operating crawler type tractors in  
tandem - Quad 9 and similar type)

GROUP 18: Rubber-tired earth-moving equipment operator,  
operating in tandem (scrapers, belly dumps and similar  
types in any combination, excluding compaction units -  
single engine, up to and including 25 yds. struck)

GROUP 19: Rotex concrete belt operator (or similar types);  
Rubber-tired earth-moving equipment operator, operating in  
tandem (scrapers, belly dumps and similar types in any  
combination, excluding compaction units - single engine,  
Caterpillar, Euclid, Athey Wagon and similar types with any  
and all attachments over 25 yds. and up to and including 50  
cu. yds. struck); Rubber-tired earth-moving equipment  
operator, operating in tandem (scrapers, belly dumps and  
similar types in any combination, excluding compaction  
units - multiple engine, up to and including 25 yds. struck)

GROUP 20: Rubber-tired earth-moving equipment operator,  
operating in tandem (scrapers, belly dumps and similar  
types in any combination, excluding compaction units -  
single engine, over 50 yds. struck); Rubber-tired  
earth-moving equipment operator, operating in tandem  
(scrapers, belly dumps, and similar types in any  
combination, excluding compaction units - multiple engine,  
Euclid, Caterpillar and similar, over 25 yds. and up to 50  
yds. struck)

GROUP 21: Rubber-tired earth-moving equipment operator,  
operating in tandem (scrapers, belly dumps and similar  
types in any combination, excluding compaction units -  
multiple engine, Euclid, Caterpillar and similar type, over  
50 cu. yds. struck)



GROUP 22: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, up to and including 25 yds. struck)

GROUP 23: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating with the tandem push-pull system (multiple engine, up to and including 25 yds. struck)

GROUP 24: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 25: Concrete pump operator-truck mounted; Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

#### CRANES, PILEDRIVING AND HOISTING EQUIPMENT CLASSIFICATIONS

GROUP 1: Engineer oiler; Fork lift operator (includes loed, lull or similar types)

GROUP 2: Truck crane oiler

GROUP 3: A-frame or winch truck operator; Ross carrier operator (jobsite)

GROUP 4: Bridge-type unloader and turntable operator; Helicopter hoist operator

GROUP 5: Hydraulic boom truck; Stinger crane (Austin-Western or similar type); Tugger hoist operator (1 drum)

GROUP 6: Bridge crane operator; Cretor crane operator; Hoist operator (Chicago boom and similar type); Lift mobile operator; Lift slab machine operator (Vagtborg and similar types); Material hoist and/or manlift operator; Polar gantry crane operator; Self Climbing scaffold (or similar type); Shovel, backhoe, dragline, clamshell operator (over 3/4 yd. and up to 5 cu. yds. mrc); Tugger hoist operator

GROUP 7: Pedestal crane operator; Shovel, backhoe, dragline, clamshell operator (over 5 cu. yds. mrc); Tower crane repair; Tugger hoist operator (3 drum)

GROUP 8: Crane operator (up to and including 25 ton capacity); Crawler transporter operator; Derrick barge operator (up to and including 25 ton capacity); Hoist operator, stiff legs, Guy derrick or similar type (up to and including 25 ton capacity); Shovel, backhoe, dragline, clamshell operator (over 7 cu. yds., M.R.C.)

GROUP 9: Crane operator (over 25 tons and up to and including 50 tons mrc); Derrick barge operator (over 25 tons up to and including 50 tons mrc); Highline cableway operator; Hoist operator, stiff legs, Guy derrick or similar type (over 25 tons up to and including 50 tons mrc); K-crane operator; Polar crane operator; Self erecting tower crane operator maximum lifting capacity ten tons

GROUP 10: Crane operator (over 50 tons and up to and including 100 tons mrc); Derrick barge operator (over 50 tons up to and including 100 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 50 tons up to and including 100 tons mrc), Mobile tower crane operator (over 50 tons, up to and including 100 tons M.R.C.); Tower crane operator and tower gantry

GROUP 11: Crane operator (over 100 tons and up to and including 200 tons mrc); Derrick barge operator (over 100 tons up to and including 200 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 100 tons up to and including 200 tons mrc); Mobile tower crane operator (over 100 tons up to and including 200 tons mrc)

GROUP 12: Crane operator (over 200 tons up to and including 300 tons mrc); Derrick barge operator (over 200 tons up to and including 300 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 200 tons, up to and including 300 tons mrc); Mobile tower crane operator (over 200 tons, up to and including 300 tons mrc)

GROUP 13: Crane operator (over 300 tons); Derrick barge operator (over 300 tons); Helicopter pilot; Hoist operator, stiff legs, Guy derrick or similar type (over 300 tons); Mobile tower crane operator (over 300 tons)

#### TUNNEL CLASSIFICATIONS

GROUP 1: Skiploader (wheel type up to 3/4 yd. without attachment)

GROUP 2: Power-driven jumbo form setter operator

GROUP 3: Dinkey locomotive or motorperson (up to and including 10 tons)

GROUP 4: Bit sharpener; Equipment greaser (grease truck); Slip form pump operator (power-driven hydraulic lifting device for concrete forms); Tugger hoist operator (1 drum); Tunnel locomotive operator (over 10 and up to and including 30 tons)

GROUP 5: Backhoe operator (up to and including 3/4 yd.); Small Ford, Case or similar; Drill doctor; Grouting machine operator; Heading shield operator; Heavy-duty repairperson; Loader operator (Athey, Euclid, Sierra and similar types); Mucking machine operator (1/4 yd., rubber-tired, rail or track type); Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pneumatic heading shield (tunnel); Pumpcrete gun operator; Tractor compressor

drill combination operator; Tugger hoist operator (2 drum);  
Tunnel locomotive operator (over 30 tons)

GROUP 6: Heavy Duty Repairman

GROUP 7: Tunnel mole boring machine operator

#### ENGINEERS ZONES

\$1.00 additional per hour for all of IMPERIAL County and the portions of KERN, RIVERSIDE & SAN BERNARDINO Counties as defined below:

That area within the following Boundary: Begin in San Bernardino County, approximately 3 miles NE of the intersection of I-15 and the California State line at that point which is the NW corner of Section 1, T17N,m R14E, San Bernardino Meridian. Continue W in a straight line to that point which is the SW corner of the northwest quarter of Section 6, T27S, R42E, Mt. Diablo Meridian. Continue North to the intersection with the Inyo County Boundary at that point which is the NE corner of the western half of the northern quarter of Section 6, T25S, R42E, MDM. Continue W along the Inyo and San Bernardino County boundary until the intersection with Kern County, as that point which is the SE corner of Section 34, T24S, R40E, MDM. Continue W along the Inyo and Kern County boundary until the intersection with Tulare County, at that point which is the SW corner of the SE quarter of Section 32, T24S, R37E, MDM. Continue W along the Kern and Tulare County boundary, until that point which is the NW corner of T25S, R32E, MDM. Continue S following R32E lines to the NW corner of T31S, R32E, MDM. Continue W to the NW corner of T31S, R31E, MDM. Continue S to the SW corner of T32S, R31E, MDM. Continue W to SW corner of SE quarter of Section 34, T32S, R30E, MDM. Continue S to SW corner of T11N, R17W, SBM. Continue E along south boundary of T11N, SBM to SW corner of T11N, R7W, SBM. Continue S to SW corner of T9N, R7W, SBM. Continue E along south boundary of T9N, SBM to SW corner of T9N, R1E, SBM. Continue S along west boundary of R1E, SMB to Riverside County line at the SW corner of T1S, R1E, SBM. Continue E along south boundary of T1S, SBM (Riverside County Line) to SW corner of T1S, R10E, SBM. Continue S along west boundary of R10E, SBM to Imperial County line at the SW corner of T8S, R10E, SBM. Continue W along Imperial and Riverside county line to NW corner of T9S, R9E, SBM. Continue S along the boundary between Imperial and San Diego Counties, along the west edge of R9E, SBM to the south boundary of Imperial County/California state line. Follow the California state line west to Arizona state line, then north to Nevada state line, then continuing NW back to start at the point which is the NW corner of Section 1, T17N, R14E, SBM

\$1.00 additional per hour for portions of SAN LUIS OBISPO, KERN, SANTA BARBARA & VENTURA as defined below:

That area within the following Boundary: Begin approximately 5 miles north of the community of Cholame, on the Monterey County and San Luis Obispo County boundary at the NW corner of T25S, R16E, Mt. Diablo Meridian. Continue south along the west side of R16E to the SW corner of T30S, R16E, MDM. Continue E to SW

corner of T30S, R17E, MDM. Continue S to SW corner of T31S, R17E, MDM. Continue E to SW corner of T31S, R18E, MDM. Continue S along West side of R18E, MDM as it crosses into San Bernardino Meridian numbering area and becomes R30W. Follow the west side of R30W, SBM to the SW corner of T9N, R30W, SBM. Continue E along the south edge of T9N, SBM to the Santa Barbara County and Ventura County boundary at that point which is the SW corner of Section 34. T9N, R24W, SBM, continue S along the Ventura County line to that point which is the SW corner of the SE quarter of Section 32, T7N, R24W, SBM. Continue E along the south edge of T7N, SBM to the SE corner to T7N, R21W, SBM. Continue N along East side of R21W, SBM to Ventura County and Kern County boundary at the NE corner of T8N, R21W. Continue W along the Ventura County and Kern County boundary to the SE corner of T9N, R21W. Continue North along the East edge of R21W, SBM to the NE corner of T12N, R21W, SBM. Continue West along the north edge of T12N, SBM to the SE corner of T32S, R21E, MDM. [T12N SBM is a think strip between T11N SBM and T32S MDM]. Continue North along the East side of R21E, MDM to the Kings County and Kern County border at the NE corner of T25S, R21E, MDM, continue West along the Kings County and Kern County Boundary until the intersection of San Luis Obispo County. Continue west along the Kings County and San Luis Obispo County boundary until the intersection with Monterey County. Continue West along the Monterey County and San Luis Obispo County boundary to the beginning point at the NW corner of T25S, R16E, MDM.

\$2.00 additional per hour for INYO and MONO Counties and the Northern portion of SAN BERNARDINO County as defined below:

That area within the following Boundary: Begin at the intersection of the northern boundary of Mono County and the California state line at the point which is the center of Section 17, T10N, R22E, Mt. Diablo Meridian. Continue S then SE along the entire western boundary of Mono County, until it reaches Inyo County at the point which is the NE corner of the Western half of the NW quarter of Section 2, T8S, R29E, MDM. Continue SSE along the entire western boundary of Inyo County, until the intersection with Kern County at the point which is the SW corner of the SE  $\frac{1}{4}$  of Section 32, T24S, R37E, MDM. Continue E along the Inyo and Kern County boundary until the intersection with San Bernardino County at that point which is the SE corner of section 34, T24S, R40E, MDM. Continue E along the Inyo and San Bernardino County boundary until the point which is the NE corner of the Western half of the NW quarter of Section 6, T25S, R42E, MDM. Continue S to that point which is the SW corner of the NW quarter of Section 6, T27S, R42E, MDM. Continue E in a straight line to the California and Nevada state border at the point which is the NW corner of Section 1, T17N, R14E, San Bernardino Meridian. Then continue NW along the state line to the starting point, which is the center of Section 18, T10N, R22E, MDM.

REMAINING AREA NOT DEFINED ABOVE RECIEVES BASE RATE

-----  
 ENGI0012-004 08/01/2009

	Rates	Fringes
OPERATOR: Power Equipment (DREDGING)		
(1) Leverman.....	\$ 44.83	17.22
(2) Dredge dozer.....	\$ 40.36	17.22
(3) Deckmate.....	\$ 40.25	17.22
(4) Winch operator (stern winch on dredge).....	\$ 39.70	17.22
(5) Fireman-Oiler, Deckhand, Bargeman, Leveehand.....	\$ 39.16	17.22
(6) Barge Mate.....	\$ 39.77	17.22

-----  
IRON0002-004 07/01/2010

	Rates	Fringes
Ironworkers:		
Fence Erector.....	\$ 26.58	15.26
Ornamental, Reinforcing and Structural.....	\$ 33.00	23.73

PREMIUM PAY:

\$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval  
Reserve-Niland,  
Edwards AFB, Fort Irwin Military Station, Fort Irwin Training  
Center-Goldstone, San Clemente Island, San Nicholas Island,  
Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine  
Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

\$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base,  
Naval Post Graduate School - Monterey, Yermo Marine Corps  
Logistics Center

\$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

-----  
LABO0300-001 07/01/2011

	Rates	Fringes
Brick Tender.....	\$ 27.17	16.71

-----  
LABO0300-003 07/01/2011

	Rates	Fringes
LABORER (GUNITE)		
GROUP 1.....	\$ 30.04	14.20
GROUP 2.....	\$ 29.09	14.20
GROUP 3.....	\$ 25.55	14.20
LABORER (TUNNEL)		

GROUP 1.....	\$ 32.20	15.98
GROUP 2.....	\$ 32.52	15.98
GROUP 3.....	\$ 32.98	15.98
GROUP 4.....	\$ 33.67	15.98
LABORER		
GROUP 1.....	\$ 26.33	16.00
GROUP 2.....	\$ 26.88	16.00
GROUP 3.....	\$ 27.43	16.00
GROUP 4.....	\$ 28.98	16.00
GROUP 5.....	\$ 29.33	16.00

FOOTNOTE: GUNITE PREMIUM PAY: Workers working from a Bosn'n's Chair or suspended from a rope or cable shall receive 40 cents per hour above the foregoing applicable classification rates. Workers doing gunite and/or shotcrete work in a tunnel shall receive 35 cents per hour above the foregoing applicable classification rates, paid on a portal-to-portal basis. Any work performed on, in or above any smoke stack, silo, storage elevator or similar type of structure, when such structure is in excess of 75'-0" above base level and which work must be performed in whole or in part more than 75'-0" above base level, that work performed above the 75'-0" level shall be compensated for at 35 cents per hour above the applicable classification wage rate.

#### LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete screeding for rough strike-off; Concrete, water curing; Demolition laborer, the cleaning of brick if performed by a worker performing any other phase of demolition work, and the cleaning of lumber; Fire watcher, limber, brush loader, piler and debris handler; Flag person; Gas, oil and/or water pipeline laborer; Laborer, asphalt-rubber material loader; Laborer, general or construction; Laborer, general clean-up; Laborer, landscaping; Laborer, jetting; Laborer, temporary water and air lines; Material hose operator (walls, slabs, floors and decks); Plugging, filling of shee bolt holes; Dry packing of concrete; Railroad maintenance, repair track person and road beds; Streetcar and railroad construction track laborers; Rigging and signaling; Scaler; Slip form raiser; Tar and mortar; Tool crib or tool house laborer; Traffic control by any method; Window cleaner; Wire mesh pulling - all concrete pouring operations

GROUP 2: Asphalt shoveler; Cement dumper (on 1 yd. or larger mixer and handling bulk cement); Cesspool digger and installer; Chucktender; Chute handler, pouring concrete, the handling of the chute from readymix trucks, such as walls, slabs, decks, floors, foundation, footings, curbs, gutters and sidewalks; Concrete curer, impervious membrane and form oiler; Cutting torch operator (demolition); Fine grader, highways and street paving, airport, runways and similar type heavy construction; Gas, oil and/or water pipeline wrapper - pot tender and form person; Guinea chaser; Headerboard person - asphalt; Laborer, packing rod steel and pans; Membrane vapor barrier installer; Power broom sweeper (small); Riprap stonepaver, placing stone or wet sacked concrete; Roto scraper and tiller; Sandblaster

(pot tender); Septic tank digger and installer(lead); Tank scaler and cleaner; Tree climber, faller, chain saw operator, Pittsburgh chipper and similar type brush shredder; Underground laborer, including caisson bellower

GROUP 3: Buggymobile person; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2-1/2 ft. drill steel or longer; Dri-pak-it machine; Gas, oil and/or water pipeline wrapper, 6-in. pipe and over, by any method, inside and out; High scaler (including drilling of same); Hydro seeder and similar type; Impact wrench multi-plate; Kettle person, pot person and workers applying asphalt, lay-kold, creosote, lime caustic and similar type materials ("applying" means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operator of pneumatic, gas, electric tools, vibrating machine, pavement breaker, air blasting, come-alongs, and similar mechanical tools not separately classified herein; Pipelayer's backup person, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services; Rock slinger; Rotary scarifier or multiple head concrete chipping scarifier; Steel headerboard and guideline setter; Tamper, Barko, Wacker and similar type; Trenching machine, hand-propelled

GROUP 4: Asphalt raker, lute person, ironer, asphalt dump person, and asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), grinder or sander; Concrete saw person, cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Head rock slinger; Laborer, asphalt- rubber distributor boot person; Laser beam in connection with laborers' work; Oversize concrete vibrator operator, 70 lbs. and over; Pipelayer performing all services in the laying and installation of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic, conduit and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid gas, air, or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No-joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster (nozzle person), water blasting, Porta Shot-Blast

GROUP 5: Blaster powder, all work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Driller: All power drills, excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and any and all other types of mechanical drills without regard to the form of motive power; Toxic waste removal

#### TUNNEL LABORER CLASSIFICATIONS

GROUP 1: Batch plant laborer; Bull gang mucker, track person; Changehouse person; Concrete crew, including rodder and spreader; Dump person; Dump person (outside); Swamper

(brake person and switch person on tunnel work); Tunnel materials handling person

GROUP 2: Chucktender, cabletender; Loading and unloading agitator cars; Nipper; Pot tender, using mastic or other materials (for example, but not by way of limitation, shotcrete, etc.); Vibrator person, jack hammer, pneumatic tools (except driller)

GROUP 3: Blaster, driller, powder person; Chemical grout jet person; Cherry picker person; Grout gun person; Grout mixer person; Grout pump person; Jackleg miner; Jumbo person; Kemper and other pneumatic concrete placer operator; Miner, tunnel (hand or machine); Nozzle person; Operating of troweling and/or grouting machines; Powder person (primer house); Primer person; Sandblaster; Shotcrete person; Steel form raiser and setter; Timber person, retimber person, wood or steel; Tunnel Concrete finisher

GROUP 4: Diamond driller; Sandblaster; Shaft and raise work

#### GUNITE LABORER CLASSIFICATIONS

GROUP 1: Rodmen, Nozzlemen

GROUP 2: Gunmen

GROUP 3: Reboundmen

-----  
LABO0300-005 08/05/2009

	Rates	Fringes
LABORER		
PLASTER CLEAN-UP LABORER....	\$ 26.65	15.95
PLASTER TENDER.....	\$ 29.20	15.95

-----  
LABO0882-002 01/01/2010

	Rates	Fringes
Asbestos Removal Laborer.....	\$ 26.15	11.65

SCOPE OF WORK: Includes site mobilization, initial site cleanup, site preparation, removal of asbestos-containing material and toxic waste, encapsulation, enclosure and disposal of asbestos- containing materials and toxic waste by hand or with equipment or machinery; scaffolding, fabrication of temporary wooden barriers and assembly of decontamination stations.

-----  
LABO1184-001 07/01/2011

	Rates	Fringes
Laborers: (HORIZONTAL		
DIRECTIONAL DRILLING)		
(1) Drilling Crew Laborer...	\$ 28.01	11.48
(2) Vehicle Operator/Hauler.	\$ 28.18	11.48



(3) Horizontal Directional Drill Operator.....	\$ 30.03	11.48
(4) Electronic Tracking Locator.....	\$ 32.03	11.48
Laborers: (STRIPING/SLURRY SEAL)		
GROUP 1.....	\$ 28.50	14.56
GROUP 2.....	\$ 29.80	14.56
GROUP 3.....	\$ 31.81	14.56
GROUP 4.....	\$ 33.55	14.56

#### LABORERS - STRIPING CLASSIFICATIONS

GROUP 1: Protective coating, pavement sealing, including repair and filling of cracks by any method on any surface in parking lots, game courts and playgrounds; carstops; operation of all related machinery and equipment; equipment repair technician

GROUP 2: Traffic surface abrasive blaster; pot tender - removal of all traffic lines and markings by any method (sandblasting, waterblasting, grinding, etc.) and preparation of surface for coatings. Traffic control person: controlling and directing traffic through both conventional and moving lane closures; operation of all related machinery and equipment

GROUP 3: Traffic delineating device applicator: Layout and application of pavement markers, delineating signs, rumble and traffic bars, adhesives, guide markers, other traffic delineating devices including traffic control. This category includes all traffic related surface preparation (sandblasting, waterblasting, grinding) as part of the application process. Traffic protective delineating system installer: removes, relocates, installs, permanently affixed roadside and parking delineation barricades, fencing, cable anchor, guard rail, reference signs, monument markers; operation of all related machinery and equipment; power broom sweeper

GROUP 4: Striper: layout and application of traffic stripes and markings; hot thermo plastic; tape traffic stripes and markings, including traffic control; operation of all related machinery and equipment

-----  
PAIN0036-001 01/01/2011

	Rates	Fringes
Painters: (Including Lead Abatement)		
(1) Repaint (excludes San Diego County).....	\$ 26.05	10.08
(2) All Other Work.....	\$ 29.32	10.08

REPAINT of any previously painted structure. Exceptions: work involving the aerospace industry, breweries, commercial recreational facilities, hotels which operate commercial establishments as part of hotel service, and sports facilities.

-----  
 PAIN0036-006 01/05/2011

	Rates	Fringes
DRYWALL FINISHER/TAPER		
Antelope Valley North of the following Boundary: Kern County Line to Hwy. #5, South of Hwy. #5 to Hwy. N2, East on N2 to Palmdale Blvd., to Hsy. #14, South to Hwy. #18, East to Hwy. #395.....\$ 29.19		
		12.94
Remainder of Los Angeles County.....\$ 33.22		
		12.94

-----

PAIN0036-015 01/01/2011

	Rates	Fringes
GLAZIER.....	\$ 36.90	21.78

FOOTNOTE: Additional \$1.25 per hour for work in a condor,  
from the third (3rd) floor and up Additional \$1.25 per  
hour for work on the outside of the building from a swing  
stage or any suspended contrivance, from the ground up

-----

PAIN1247-002 01/01/2010

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 30.85	10.54

-----

PLAS0200-009 08/04/2010

	Rates	Fringes
PLASTERER.....	\$ 30.21	14.23

-----

\* PLAS0500-002 07/16/2011

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 30.75	11.45

-----

\* PLUM0016-001 07/01/2011

	Rates	Fringes
PLUMBER/PIPEFITTER		
(1) Work on strip malls, light commercial, tenant improvement and remodel work.....	\$ 30.79	16.70
(2) Work on new additions and remodeling of bars, restaurant, stores and commercial buildings not to exceed 5,000 sq. ft. of		

floor space.....	\$ 38.30	18.37
(3) All other work.....	\$ 39.50	19.35

-----

\* PLUM0345-001 07/01/2011

	Rates	Fringes
PLUMBER		
Landscape/Irrigation Fitter..	\$ 27.35	16.34
Sewer & Storm Drain Work....	\$ 26.82	18.18

-----

ROOF0036-002 08/01/2010

	Rates	Fringes
ROOFER.....	\$ 34.65	9.07

FOOTNOTE: Pitch premium: Work on which employees are exposed to pitch fumes or required to handle pitch, pitch base or pitch impregnated products, or any material containing coal tar pitch, the entire roofing crew shall receive \$1.75 per hour "pitch premium" pay.

-----

SFCA0669-013 04/01/2011

DOES NOT INCLUDE THE CITY OF POMONA, CATALINA ISLAND, AND THAT PART OF LOS ANGELES COUNTY WITHIN 25 MILES OF THE CITY LIMITS OF LOS ANGELES:

	Rates	Fringes
SPRINKLER FITTER.....	\$ 33.35	17.75

-----

SFCA0709-005 01/01/2011

THE CITY OF POMOMA, CATALINA ISLAND, AND THAT PART OF LOS ANGELES COUNTY WITHIN 25 MILES OF THE CITY LIMITS OF LOS ANGELES:

	Rates	Fringes
SPRINKLER FITTER (Fire).....	\$ 40.98	23.15

-----

\* SHEE0105-002 07/01/2011

LOS ANGELES (South of a straight line between gorman and Big Pines includingg Catalina Island)

	Rates	Fringes
SHEET METAL WORKER		
(1) Light Commercial: Work on general sheet metal and heating and AC up to 4000 sq ft.....	\$ 25.23	8.19
(2) Modernization : Excluding New Construction		

- Under 5000 sq. ft. Does  
not include modification,  
upgrades, energy  
management, or  
conservation improvements  
of central heating and AC  
equipment.....\$ 25.23 8.19

\* SHEE0105-003 07/01/2011

LOS ANGELES (South of a straight line drawn between Gorman and  
Big Pines)and Catalina Island, INYO, KERN (Northeast part, East  
of Hwy 395), MONO ORANGE, RIVERSIDE, AND SAN BERNARDINO COUNTIES

	Rates	Fringes
SHEET METAL WORKER		
(1) Commercial - New Construction and Remodel work.....	\$ 42.05	19.01
(2) Industrial work including air pollution control systems, noise abatement, hand rails, guard rails, excluding aritechtrual sheet metal work, excluding A-C, heating, ventilating systems for human comfort....	\$ 36.16	25.20

\* SHEE0105-004 07/01/2011

KERN (Excluding portion East of Hwy 395) & LOS ANGELES (North  
of a straight line drawn between Gorman and Big Pines including  
Cities of Lancaster and Palmdale) COUNTIES

	Rates	Fringes
SHEET METAL WORKER.....	\$ 36.16	25.20

TEAM0011-002 07/01/2008

	Rates	Fringes
TRUCK DRIVER		
GROUP 1.....	\$ 26.44	18.24
GROUP 2.....	\$ 26.59	18.24
GROUP 3.....	\$ 26.72	18.24
GROUP 4.....	\$ 26.91	18.24
GROUP 5.....	\$ 26.94	18.24
GROUP 6.....	\$ 26.97	18.24
GROUP 7.....	\$ 27.22	18.24
GROUP 8.....	\$ 27.47	18.24
GROUP 9.....	\$ 27.67	18.24
GROUP 10.....	\$ 27.97	18.24
GROUP 11.....	\$ 28.47	18.24
GROUP 12.....	\$ 28.90	18.24

## WORK ON ALL MILITARY BASES:

PREMIUM PAY: \$3.00 per hour additional.

[29 palms Marine Base, Camp Roberts, China Lake, Edwards AFB,  
El Centro Naval Facility, Fort Irwin, Marine Corps  
Logistics Base at Nebo & Yermo, Mountain Warfare Training  
Center, Bridgeport, Point Arguello, Point Conception,  
Vandenberg AFB]

## TRUCK DRIVERS CLASSIFICATIONS

## GROUP 1: Truck driver

GROUP 2: Driver of vehicle or combination of vehicles - 2  
axles; Traffic control pilot car excluding moving heavy  
equipment permit load; Truck mounted broom

GROUP 3: Driver of vehicle or combination of vehicles - 3  
axles; Boot person; Cement mason distribution truck; Fuel  
truck driver; Water truck - 2 axle; Dump truck, less than  
16 yds. water level; Erosion control driver

GROUP 4: Driver of transit mix truck, under 3 yds.; Dumpcrete  
truck, less than 6-1/2 yds. water level

GROUP 5: Water truck, 3 or more axles; Truck greaser and tire  
person (\$0.50 additional for tire person); Pipeline and  
utility working truck driver, including winch truck and  
plastic fusion, limited to pipeline and utility work;  
Slurry truck driver

GROUP 6: Transit mix truck, 3 yds. or more; Dumpcrete truck,  
6-1/2 yds. water level and over; Vehicle or combination of  
vehicles - 4 or more axles; Oil spreader truck; Dump truck,  
16 yds. to 25 yds. water level

GROUP 7: A Frame, Swedish crane or similar; Forklift driver;  
Ross carrier driver

GROUP 8: Dump truck, 25 yds. to 49 yds. water level; Truck  
repair person; Water pull - single engine; Welder

GROUP 9: Truck repair person/welder; Low bed driver, 9 axles  
or over

GROUP 10: Dump truck - 50 yds. or more water level; Water  
pull - single engine with attachment

GROUP 11: Water pull - twin engine; Water pull - twin engine  
with attachments; Winch truck driver - \$1.25 additional  
when operating winch or similar special attachments

GROUP 12: Boom Truck 17K and above

-----  
WELDERS - Receive rate prescribed for craft performing  
operation to which welding is incidental.  
=====

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

-----

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

-----

#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an

interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION



**Community Development Commission  
County of Los Angeles**

---

**COUNTY LOBBYIST CODE CHAPTER 2.160  
COUNTY ORDINANCE NO. 93-0031  
CERTIFICATION**

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

State: \_\_\_\_\_ Zip Code: \_\_\_\_\_ Telephone Number: (     ) \_\_\_\_\_

---

Acting on behalf of the above named firm, as its Authorized Official, I make the following Certification to the County of Los Angeles and the Community Development Commission, County of Los Angeles.

- 1) It is understood that each person/entity/firm who applies for a Community Development Commission contract, and as part of that process, shall certify that they are familiar with the requirements of the Los Angeles County Code, Chapter 2.160 (Los Angeles County Ordinance 93-0031) and;
- 2) That all persons/entities/firms acting on behalf of the above named firm have and will comply with the County Code, and;
- 3) That any person/entity/firm who seeks a contract with the Community Development Commission shall be disqualified therefrom and denied the contract and, shall be liable in civil action, if any lobbyist, lobbying firm, lobbyist employer or any other person or entity acting on behalf of the named firm fails to comply with the provisions of the County Code.

---

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into contract with the Los Angeles County and the Community Development Commission, County of Los Angeles.

Authorized Official:

\_\_\_\_\_  
(Contractor Subcontractor)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Title)



**CONTRACTING WITH SMALL BUSINESS  
MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISE  
AND LABOR SURPLUS AREA FIRMS**

1. It is national policy to award a fair share of contracts to Small Business and Minority Firms. Accordingly, affirmative steps must be taken to assure that Small Business and Minority Firms are utilized, when possible, as sources of supplies, equipment, construction and services. Affirmative steps include the following:
  - a. Including qualified Small Business and Minority Firms on solicitation lists.
  - b. Assuring that Small Business and Minority Firms are solicited whenever they are potential sources.
  - c. When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum Small Business and Minority Firm participation.
  - d. Where the requirement permits, establishing delivery schedules which will encourage participation by Small Business and Minority Firms.
  - e. Using the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce, as required.
  - f. If any subcontracts are to be let, requiring the prime contractor to take the affirmative steps in 1a through 1e above.
2. Grantees shall take similar appropriate affirmative action in support of Women's Business Enterprises.
3. Grantees are encouraged to procure goods and services from Labor Surplus Areas.

<b>U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT</b> <b>REPORT OF ADDITIONAL CLASSIFICATION AND RATE</b>		<b>HUD FORM 4230A</b> <small>OMB Approval Number 2501-0015 (Exp. 01/31/2010)</small>							
<b>1. FROM</b> (name and address of requesting agency)		<b>2. PROJECT NAME AND NUMBER</b>							
<b>4. BRIEF DESCRIPTION OF PROJECT</b>		<b>3. LOCATION OF PROJECT</b> (City, County and State)  <b>5. CHARACTER OF CONSTRUCTION</b> <input type="checkbox"/> Building <input type="checkbox"/> Residential <input type="checkbox"/> Heavy <input type="checkbox"/> Other (specify) <input type="checkbox"/> Highway							
<b>6. WAGE DECISION NO.</b> (include modification number, if any)  <input type="checkbox"/> COPY ATTACHED		<b>7. WAGE DECISION EFFECTIVE DATE</b>							
<b>8. WORK CLASSIFICATION(S)</b>		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center; padding: 5px;">HOURLY WAGE RATES</th> </tr> <tr> <th style="width: 50%; text-align: center; padding: 5px;">BASIC WAGE</th> <th style="width: 50%; text-align: center; padding: 5px;">FRINGE BENEFIT(S) (if any)</th> </tr> <tr> <td style="height: 100px;"></td> <td style="height: 100px;"></td> </tr> </table>		HOURLY WAGE RATES		BASIC WAGE	FRINGE BENEFIT(S) (if any)		
HOURLY WAGE RATES									
BASIC WAGE	FRINGE BENEFIT(S) (if any)								
<b>9. PRIME CONTRACTOR</b> (name, address)		<b>10. SUBCONTRACTOR/EMPLOYER, IF APPLICABLE</b> (name, address)							
<div style="border: 1px solid black; padding: 5px; margin-bottom: 10px;"> <b>Check All That Apply:</b> </div> <div style="margin-bottom: 10px;"> <input type="checkbox"/> The work to be performed by the additional classification(s) is not performed by a classification in the applicable wage decision.         </div> <div style="margin-bottom: 10px;"> <input type="checkbox"/> The proposed classification is utilized in the area by the construction industry.         </div> <div style="margin-bottom: 10px;"> <input type="checkbox"/> The proposed wage rate(s), including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage decision.         </div> <div style="margin-bottom: 10px;"> <input type="checkbox"/> The interested parties, including the employees or their authorized representatives, agree on the classification(s) and wage rate(s).         </div> <div style="margin-bottom: 10px;"> <input type="checkbox"/> Supporting documentation attached, including applicable wage decision.         </div> <div style="border: 1px solid black; padding: 5px; margin-bottom: 10px;"> <b>Check One:</b> </div> <div style="margin-bottom: 10px;"> <input type="checkbox"/> Approved, meets all criteria. DOL confirmation requested.         </div> <div style="margin-bottom: 10px;"> <input type="checkbox"/> One or more classifications fail to meet all criteria as explained in agency referral. DOL decision requested.         </div>									
<div style="text-align: center;">             _____  <b>Agency Representative</b>  <small>(Typed name and signature)</small> </div>		<div style="text-align: center;">             _____  <b>Date</b> </div> <div style="text-align: center; margin-top: 20px;">             _____  <b>Phone Number</b> </div>							
		<b>FOR HUD USE ONLY</b> <b>LR2000:</b>  <b>Log in:</b>  <b>Log out:</b>							

HUD-4230A (5-03) PREVIOUS EDITION IS OBSOLETE

# CONTRACTOR LIST OF PROPOSED SUBCONTRACTORS

PROJECT NAME \_\_\_\_\_ AWARDING AGENCY \_\_\_\_\_

Location \_\_\_\_\_ Project Number \_\_\_\_\_

SUBCONTRACTOR'S: Name, Address, and Telephone Number	Employer Identification Number	Contractor Licence Number	Contract Amount	Estimated Start Date	Estimated Completion Date	TRADES TO BE USED

Signature \_\_\_\_\_ Name and Title \_\_\_\_\_

Date \_\_\_\_\_ Company Name \_\_\_\_\_

## **WORKER'S COMPENSATION CERTIFICATION**

I certify, by signature below, that I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Date: \_\_\_\_\_

Project Number: \_\_\_\_\_

Project Name: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

# **NON-SEGREGATED FACILITIES CERTIFICATION**

## **FEDERALLY-ASSISTED CONSTRUCTION PROJECTS**

The federally-assisted construction contractor certifies that he/she DOES NOT and WILL NOT:

1. Maintain or provide, for his/her employees, any segregated facilities at any of his/her establishments.
2. Permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained.

The federally-assisted contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract. As used in this certification, the term segregated facilities means any waiting room, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise.

The federally-assisted contractor agrees that (except where he/she has obtained identical certifications from proposed subcontractors for specific time periods) he/she will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause, and that he/she will retain such certifications in his/her files.

**NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.**

Date: \_\_\_\_\_ Project Number: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

**CERTIFICATION**  
**WITH REGARD TO THE PERFORMANCE OF PREVIOUS CONTRACTS OR**  
**SUBCONTRACTS SUBJECT TO THE EQUAL OPPORTUNITY CLAUSE AND**  
**THE FILING OF REQUIRED REPORTS**

The ☐bidder, ☐proposed sub-contractor, hereby certifies that he/she ☐has, ☐has not, participated in a previous contract or subcontract subject to the Equal Opportunity Clause, as required by Executive Orders 10925, 11114, or 11246, and that he/she ☐has, ☐has not, filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Date: \_\_\_\_\_ Project Number: \_\_\_\_\_ Contract Award: \$ \_\_\_\_\_

Awarding Agency: \_\_\_\_\_

Contractor Name: \_\_\_\_\_ Total Number of Employees \_\_\_\_\_

Affiliate Company: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

**NOTE:** The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5 (Generally only contracts or subcontracts of \$10,000 or under are exempt).

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the U.S. Department of the Interior or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

SF-100 (EEO-1) must be filed by:

(A) All private employers who are:

- (1) Subject to Title VII of the Civil Rights Act of 1964 (as amended) with 100 or more employees.
- (2) Subject to Title VII who has fewer than 100 employees, if the company is owned or affiliated with another company, or there is centralized ownership, control or management so that the group legally constitutes a single enterprise, and the entire enterprise employs a total of 100 or more employees.

(B) All federal contractors (private employers), who:

- (1) Are not exempt as provided for by 41 CFR 60-1.5
- (2) Have 50 or more employees, and
  - a. Are prime contractors or first-tier subcontractors, and have a contract, subcontract, or purchase order amounting to \$50,000 or more; or
  - b. Serve as a depository of Government funds in any amount, or
  - c. Is a financial institution, which is an issuing, and paying agent for U.S. Savings Bonds and Notes.

## FEDERAL EQUAL EMPLOYMENT OPPORTUNITY / AFFIRMATIVE ACTION REQUIREMENTS

1. **EQUAL OPPORTUNITY CLAUSE.** During the performance of this contract, the contractor agrees as follows:
  - a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
  - b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
  - c. The contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided, advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
  - d. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
  - e. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
  - f. In the event of the contractor's noncompliance with the nondiscrimination clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole, or in part, and the contractor may be declared ineligible for further government

contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- g. The contractor will include the provisions of Paragraph 1a through 1g in every subcontract or purchase order unless exempted by rule, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

2. **NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY** (Executive Order 11246)

- a. The Offeror's or Bidder's attention is called to the Equal Opportunity Clause and the Standard Federal Equal Employment Specifications set forth herein.
- b. The goals and timetables for minority and female participation, expressed in percentage terms for the contractor's aggregated work force in each trade on all construction work in the covered area, are as follows:

	Goals for Minority Participation for Each Trade	Goals for Female Participation in Each Trade
<u>Timetables</u>	<u>28.3%</u>	<u>6.9%</u>

These goals are applicable to all the contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmation action obligations required by the specifications set forth in 41 CFR Part 60-4.3(a), and its efforts to meet the



goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the contractor's goals shall be a violation of the contract, the Executive Order, and the regulations of 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

- c. The contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within ten (10) working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.
- d. As used in this notice, and in the contract resulting from this solicitation, the covered area is the Standard Metropolitan Statistical Area of Los Angeles-Long Beach, specifically the County of Los Angeles, State of California.

3. **STANDARD FEDERAL EQUAL EMPLOYMENT SPECIFICATIONS** (Executive Order 11246).

- a. As used in these specifications:
  - (1) Covered area means the geographical area described in the solicitation from which this contract resulted;
  - (2) Director means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
  - (3) Employer Identification Number (EIN) means the Federal Social Security Number used on the Employer's Quarterly Federal Tax Return, United States Treasury Department Form 941.
  - (4) Minority includes:
    - (a) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin)
    - (b) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central

or South American or other Spanish culture or origin, regardless of race);

- (c) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
- (d) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

- b. Whenever the contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
- c. If the contractor is participating (pursuant to 41 CFR Part 60-4.5) in a Hometown Plan approved by the United States Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and time tables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO Clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
- d. The contractor shall implement the specific affirmative action standards provided in paragraphs 3g (1) through 3g (16) of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs

office or from Federal procurement contracting officers. The contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

- e. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the contractor has a collective bargaining agreement, to refer either minority or women shall excuse the contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
- f. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the contractor during the training period, and the contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the United States Department of Labor.
- g. The contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
  - (1) Ensure and maintain working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each construction project. The contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
  - (2) Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.
  - (3) Maintain a current file of the name, address, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for

referral and was not referred back to the contractor by the union or, if referred, not employed by the contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the contractor may have taken.

- (4) Provide immediate written notification to the Director when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority person or woman sent by the contractor, or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.
- (5) Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources compiled under 3g (2) above.
- (6) Disseminate the contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- (7) Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- (8) Disseminate the contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with other contractors and subcontractors with whom the contractor does or anticipates doing business.

- (9) Direct its recruitment efforts, both oral and written, to minority, female, and community organizations; to schools with minority and female students; and to minority and female recruitment and training organizations serving the contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment sources, the contractor shall send written notification to organizations such as the above, describing the opening, screening procedures, and tests to be used in the selection process.
- (10) Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth, both on the site and in other areas of a contractor's work force.
- (11) Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3, Uniform Guidelines on Employee Selection Procedures.
- (12) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- (13) Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment-related activities to ensure that the EEO policy and the contractor's obligations under these specifications are being carried out.
- (14) Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
- (15) Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
- (16) Conduct a review, at least annually, of all supervisors' adherence to and performance under the contractor's EEO policies and affirmative action obligations.

Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations 3g(1)

through (16). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 3g(1) through (16) of these specifications provided that the contractor actively participates in the group, makes every effort to ensure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's, and failure of such a group to fulfill an obligation shall not be a defense for the contractor's noncompliance.

A single goal for minorities and a separate single goal for women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the contractor has achieved its goals for women generally, the contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

The contractor shall not use the goals and timetables of affirmative action standards to discriminate against any person because of race, color, religion, sex or national origin.

The contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

The contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative actions steps, at least as extensive as those standards prescribed in Paragraph 3g of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the

Director shall proceed in accordance with 41 CFR Part 60-1.8 (Show Cause Notice).

- n. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation, if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
  - o. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).
  - p. The Director, from time to time, shall issue goals and timetables for minority and female utilization which shall be based on appropriate work force, demographic or other relevant data and which shall cover construction projects or construction contracts performed in specific geographic areas. The goals, which shall be applicable to each construction trade in a covered contractor's or subcontractor's entire work force which is working in the area covered by the goals and timetables, shall be published as notices in the Federal Register, and shall be inserted by the contracting officers and applicants, as applicable, in the Notice required by 41 CFR 60-4.2.
4. **SPECIFIC EEO REQUIREMENTS.** For a federally assisted construction contract in excess of \$10,000, the contractor/subcontractor shall:
- a. Forward the following EEO certification forms to the contract awarding authority prior to contract award: Certification of Non-segregated Facilities and Certification with Regard to the Performance of Previous Contracts or Subcontracts Subject to the Equal Opportunity Clause and the Filing of Required Reports.
  - b. Submit a notification of subcontracts awarded to the Director, Office of Federal Contract Compliance Programs, United States Department of Labor - ESA, 200 Constitutional Avenue, NW, Room C3325, Washington, D.C., 20210, within 10 working days of award of any subcontract in excess of \$10,000, listing the name, address, and telephone number of the

subcontractor, employer identification number, estimated dollar amount of the subcontract, estimated starting date and completion dates of the subcontract, and the geographical area in which the contract is to be performed.

- c. Send a notice of the contractor's commitment to equal employment opportunity to labor unions or representatives of workers prior to commencement of construction work.
  - d. Display an equal employment opportunity poster in a conspicuous place available to employees and applicants for employment.
  - e. For contracts in excess of \$10,000, bind subcontractors to the Federal Equal Employment Opportunity requirements by including the provisions of Paragraphs 1 through 3, above, in the subcontract.
  - f. Upon commencement of construction work and until the work is completed, forward the Monthly Employment Utilization Report (Form CC-257) to the contract awarding authority by the end of each work month. With the initial monthly report, the contractor/subcontractor shall attach the Contractor's List of Federal and Non-Federal Work in Bid Condition Area to the monthly report.
5. **CIVIL RIGHTS ACT OF 1964.** Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
6. **SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974.** No person in the United States on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.
7. **THE AGE DISCRIMINATION ACT OF 1975.** No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
8. **REHABILITATION ACT OF 1973.** No otherwise qualified individual with handicaps in the United States shall, solely by reason of his or her handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal assistance.
9. **Copeland "Anti-Kickback" Act (47 USC 276(c))** requires that workers be paid at least once a week without any deductions or rebates except permissible deductions. Permissible deductions include taxes, deductions the worker authorizes in writing, and deductions required by court processes. The Act also requires contractors to submit payroll records weekly along with Statements of Compliance to the contracting agency. The Copeland Act applies to all contracts covered by Davis-Bacon.
10. **Contract Work Hours and Safety Standards Act - CWHSSA (40 USC 327 - 333)** requires that workers receive "overtime" compensation at a rate of 1-1/2 times their regular hourly wage for any time worked after 40 hours in one week. This provision applies to all construction contracts using State CDBG funds.



## EQUAL EMPLOYMENT OPPORTUNITY COMMITMENT

TO:

\_\_\_\_\_  
(Name of Labor Union, Workers Representative, etc.)

\_\_\_\_\_  
(Address)

Name of Business (Contractor): \_\_\_\_\_

Project Name: \_\_\_\_\_ Project Number: \_\_\_\_\_

The Undersigned currently holds a contract with \_\_\_\_\_, involving funds of the U. S. Government, or a subcontract with a prime contractor holding such contract.

You are advised that under the provisions of the above contract or subcontract, and in accordance with Executive Order 11246, the undersigned is obligated not to discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. This obligation not to discriminate in employment includes, but is not limited to the follow:

1. Hiring, placement, upgrading, transfer or demotion;
2. Recruitment, advertising or solicitation for employment;
3. Treatment during employment;
4. Rates of pay or other forms of compensation;
5. Selection for training, including apprenticeship; and
6. Layoff or termination.

This notice is furnished to you pursuant to the provisions of the above contract or subcontract and Executive Order 11246. Copies of this notice will be posted by the undersigned in conspicuous places available to employees or applicants for employment.

\_\_\_\_\_  
(Print Name)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Title)

**NONCOLLUSION AFFIDAVIT**  
(Title 23 United States Code Section 112 and Public Contract Code Section 7106)

To the CITY of TORRANCE, DEPARTMENT OF PUBLIC WORKS.

State of California )

County of \_\_\_\_\_ )

\_\_\_\_\_, being first duly sworn, deposes and says that, he or she is \_\_\_\_\_ of \_\_\_\_\_, the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid."

Project Name: \_\_\_\_\_ Project Number: \_\_\_\_\_

Company: \_\_\_\_\_

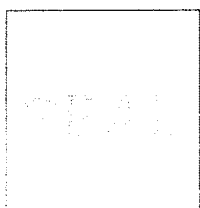
Address: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

SWORN TO AND SUBSCRIBED TO BEFORE ME



This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

/s/ Notary Public: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

## FEDERAL LOBBYIST CERTIFICATION

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

State: \_\_\_\_\_ Zip Code: \_\_\_\_\_ Telephone Number: (        ) \_\_\_\_\_

---

Acting on behalf of the above named firm, as its Authorized Official, I make the following Certification to the U. S. Department of Housing and Urban Development and the Community Development Commission, County of Los Angeles.

- 1) No Federal appropriated funds have been paid by or on behalf of the above named firm to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of and Federal grant, loan or cooperative agreement, and any extension, continuation, renewal, amendment, or modification thereof, and;
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant loan, or cooperative agreement, the above named firm shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions, and;
- 3) The above name firm shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreement) and that all sub-recipients shall certify and disclose accordingly.

---

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into the transaction imposed by Section 1352 Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Authorized Official:

\_\_\_\_\_  
(Contractor/ Subcontractor)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Title)

## COMPLIANCE WITH CLEAN AIR AND WATER ACTS

(Applicable to federally assisted construction contracts and related subcontracts exceeding \$100,000)

During the performance of this contract, the contractor and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall *furnish* to the owner, the following:

1. A stipulation by the contractor or subcontractors, that any facility to be utilized in the performance of any non exempt contract or subcontract, is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.
2. Agreement by the contractor to comply with all the requirements of Section 114 of the **Clean Air Act**, as amended, (42 USC 1857c-8) and Section 308 of the Federal Water Pollution Control **Act, as amended, (33 USC 1318) relating to** inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued there under.
3. A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the contract, is under consideration to be listed on the EPA List of Violating Facilities.
4. Agreement by the contractor that he will include, or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the contractor will take such action as the government may direct as a means of enforcing such provisions.

## SECTION 3 CLAUSE

(All Section 3 covered contracts shall include the Section 3 Clause)

### Section 3 Clause

- a. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by the U.S. Department of Housing and Urban Development (HUD) assistance or HUD assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- b. The parties to this contract will comply with HUD's regulations as set forth in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- c. The contractor agrees to send to each labor organization or representative of workers which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 Clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall; describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, and the name and location of the persons) taking applications for each of the positions, and the anticipated date the work shall begin.
- d. The contractor agrees to include this Section 3 Clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 Clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of regulations under 24 CFR Part 135.
- e. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected, but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, where not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- f. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- g. With respect to work performed in connection with Section 3 covered Indian Housing Assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that the greatest extent feasible; (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

### SECTION 3 BUSINESS CERTIFICATION

Business Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ ☐ Bld ☐ Amount: \$ \_\_\_\_\_

☐ The above mentioned business **is a Section 3 qualified business** based on the following:

☐ **51-percent owned** by income-qualified residents

Total Number of Owners \_\_\_\_\_, Number of Income-qualified Owners \_\_\_\_\_  
(Submit a *Resident Certification* form for each owner with this certification form), **or**

☐ **Employ 30-percent** or more, permanent, full-time employees that are income-qualified residents

Total Number of all full-time employees \_\_\_\_\_, Number of Income-qualified Employees \_\_\_\_\_  
(Submit a *Resident Certification* form for each employee with this certification form), **OR**

☐ The above mentioned business **is not a Section 3 qualified business**. However, to meet *Section 3* goals, this business is providing the *Local Contracting Agency* an **Economic Opportunity Plan** to report the job classifications and the number of income qualified new hires and qualified business concerns that will be hired prior to contract award and, for openings during the course of construction, further agrees to:

- ▶ Hire income-qualified residents (at least 30-percent of aggregate new hires), or
- ▶ Subcontract 25-percent or more of the bid amount to Section 3 qualified businesses, **and agrees to:**

Incorporate *Section 3 Resident Certification* forms into our hiring practices for this project:

- ▶ *Resident Certification* forms will be completed with each new application for employment, and
- ▶ Complete an *Economic Opportunity Summary* form and submit with the final payroll.

Under penalty of perjury, the undersigned declares that the above information is true and correct;

\_\_\_\_\_  
Signature of Owner/Principal

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name of Owner/Principal

\_\_\_\_\_  
License Number

*To Be Completed by the Local Contracting Agency*

Preference Category: ☐ Youthbuild ☐ Targeted Service Area ☐ Metropolitan Area ☐ Other

(Census Tract Number, Zip Code, City, etc.): \_\_\_\_\_

## SECTION 3 RESIDENT CERTIFICATION

(2011 INCOME GUIDELINES)

Name: \_\_\_\_\_

Address: \_\_\_\_\_

☐ I hereby certify that I am a *Section 3* resident; based on the following qualification(s):

1. ☐ I am a *Public Housing* resident (Specify Name of the Public Housing site): \_\_\_\_\_

2. ☐ I am a low-income resident of the *Los Angeles/Orange County metropolitan area*.

Select your Family Size and gross annual Income Limits (from all sources):

### FAMILY SIZE

### INCOME LIMITS

<input type="checkbox"/> 1	<input type="checkbox"/> \$17,950 or Less	<input type="checkbox"/> \$17,951 to \$29,900	<input type="checkbox"/> \$29,901 to \$47,850	<input type="checkbox"/> \$47,851 or more
<input type="checkbox"/> 2	<input type="checkbox"/> \$20,500 or Less	<input type="checkbox"/> \$20,501 to \$34,200	<input type="checkbox"/> \$34,201 to \$54,650	<input type="checkbox"/> \$54,651 or more
<input type="checkbox"/> 3	<input type="checkbox"/> \$23,050 or Less	<input type="checkbox"/> \$23,051 to \$38,450	<input type="checkbox"/> \$38,451 to \$61,500	<input type="checkbox"/> \$61,501 or more
<input type="checkbox"/> 4	<input type="checkbox"/> \$25,600 or Less	<input type="checkbox"/> \$25,601 to \$42,700	<input type="checkbox"/> \$42,701 to \$68,300	<input type="checkbox"/> \$68,301 or more
<input type="checkbox"/> 5	<input type="checkbox"/> \$27,650 or Less	<input type="checkbox"/> \$27,651 to \$46,150	<input type="checkbox"/> \$46,151 to \$73,800	<input type="checkbox"/> \$73,801 or more
<input type="checkbox"/> 6	<input type="checkbox"/> \$29,700 or Less	<input type="checkbox"/> \$29,701 to \$49,550	<input type="checkbox"/> \$49,551 to \$79,250	<input type="checkbox"/> \$79,251 or more
<input type="checkbox"/> 7	<input type="checkbox"/> \$31,750 or Less	<input type="checkbox"/> \$31,751 to \$52,950	<input type="checkbox"/> \$52,951 to \$84,700	<input type="checkbox"/> \$84,701 or more
<input type="checkbox"/> 8	<input type="checkbox"/> \$33,800 or Less	<input type="checkbox"/> \$33,801 to \$56,400	<input type="checkbox"/> \$56,401 to \$90,200	<input type="checkbox"/> \$90,201 or more

☐ I am not a public housing or low-income resident of the *Los Angeles/Orange County metropolitan area*.

\_\_\_\_\_  
*Employee Signature*

\_\_\_\_\_  
*Date*

### To Be Completed by the EMPLOYER

The above-named person is a ☐ permanent full-time ☐ *new-hire* employee that was hired on: \_\_\_\_\_

This person's Work Classification is: \_\_\_\_\_

Company Name: \_\_\_\_\_

Print Name of Owner / Agent: \_\_\_\_\_ Signature of Owner / Agent: \_\_\_\_\_ Date: \_\_\_\_\_

### To Be Completed by the Local Contracting Agency's SECTION 3 COORDINATOR

☐ The person listed above is a *Section 3* qualified resident of Los Angeles County based on the following:

Income Level: ☐ Extremely Low ☐ Very Low ☐ Low (Effective Date of *Federal Income Guidelines* used: \_\_\_\_\_)

Category: ☐ Resident of public housing development within the project area.

☐ Resident of public housing development or participant of *Section 8* voucher program within Los Angeles/Orange County.

☐ Participant of; ☐ Youthbuild ☐ McKinney Homeless, or ☐ Other qualified program \_\_\_\_\_

☐ Income qualified resident, residing within the Los Angeles/Orange County metropolitan area.

☐ The person listed above is not a *Section 3* qualified resident of Los Angeles County based on the following:

Local Contracting Agency: \_\_\_\_\_ Name of *Section 3* Coordinator: \_\_\_\_\_ Initial: \_\_\_\_\_ Date: \_\_\_\_\_

## SECTION 3 ECONOMIC OPPORTUNITY PLAN

Business Name <input type="checkbox"/> Bidder: <input type="checkbox"/> Contractor		Dollar Amount of <input type="checkbox"/> Bid <input type="checkbox"/> Contract: \$	Date Plan Submitted to LCA:
Business Address		Name of Owner or Authorized Agent	Signature Owner or Authorized Agent
Local Contracting Agency (LCA):		Section 3 Coordinator:	Contact Information for Section 3 Coordinator:
CDBG Project Number	Project Name:	Project Location	

### Section 3 Employment Commitment (attach completed Resident Certification form for each new hire)

WORK CLASSIFICATIONS	TOTAL NEW HIRES	Income-qualified NEW HIRES	% of Aggregate New Hires Who are Section 3 Residents
Professionals			
Technicians			
Office/Clerical			
Trade:			
Trade:			
Trade:			
Trade:			
Totals:			%

### Section 3 Subcontract Award (attach a completed Section 3 Business Certification forms for each contract)

NAME OF SECTION 3 BUSINESS CONCERN	License Number	Construction or Non-Construction Contract	CONTRACT AMOUNT
			\$
			\$
			\$
			\$
Total:			\$

Total amount of Bid: \$

The minimum Section 3 Goal is 25% of the prime contract award  
The percentage of the amount of the prime contract to total subcontracts awarded to qualified Section 3 Business Concerns is:

%



*A Section 3 responsive bidder who commits to hire Section 3 Residents by directing employment and training opportunities toward low- and very low-income persons, particularly those who are recipients of government assistance for housing, may use any combination of outreach efforts to meet the Section 3 commitment made when a Section 3 Economic Opportunity Plan has been submitted.*

**REMEMBER:** All employees of a business/firm count toward meeting your Section 3 compliance goals—Section 3 New Hires do not have to be construction workers, they just have to be a part of your permanent, full-time staff.

### **SAMPLE OUTREACH EFFORTS FOR CONTRACTORS SEEKING SECTION 3 RESIDENT EMPLOYEES**

- Enter into “first-source” hiring agreements with organizations representing Section 3 residents, such as *Work Source* or a local Workforce Investment Board. For more information, visit <http://www.calwia.org/lwia/index.cfm>
- Sponsor a HUD-certified “Step-Up” employment and training program for Section 3 residents.
- Advertise training and employment positions by distributing flyers (Notice of Section 3 Commitment or other flyer that identifies the positions to be filled, the qualifications required, and where to obtain additional information about the application process) to every occupied dwelling unit in the housing development(s) adjacent to the project site.
- Post training and employment position flyers in public housing developments, offices of the local government, and other conspicuous places.
- Contact State-approved apprenticeship programs to gain access to potentially low-income residents who are actively seeking job-placement and training. For more information on local apprenticeship programs, you can visit the California Department of Industrial Relations’ database of local apprenticeship programs by visiting <http://www.dir.ca.gov/databases/das/aigstart.asp>
- Contact agencies administering HUD Youthbuild programs, and requesting their assistance to recruit current HUD Youthbuild program participants who are in need of permanent placement.
- Advertise any positions to be filled through the local media, such as community television networks, newspapers of general circulation, or commonly-used job placement websites such as [www.monster.com](http://www.monster.com)

## NOTICE OF SECTION 3 COMMITMENT

TO:

\_\_\_\_\_  
(Name of Labor Union, Workers Representative, etc.)

\_\_\_\_\_  
(Address)

Name of Business (Contractor): \_\_\_\_\_

Project Name: \_\_\_\_\_ Project Number: \_\_\_\_\_

The Undersigned currently holds a contract with \_\_\_\_\_ involving Block Grant (CDBG) funds from the U. S. Department of Housing and Urban Development or a subcontract with a prime contractor holding such contract.

You are advised that under the provisions of the above contract or subcontract and in accordance with Section 3 of the Housing and Urban Development Act of 1968, the undersigned is obligated to the greatest extent feasible, to give opportunities for employment and training to lower income residence of the CDBG-assisted project area and to award contracts for work on the project to business concerns which are located in or are owned in substantial part by project area residence.

Regarding employment opportunities for Section 3, the minimum number and job titles are:

Minimum Number	Job Classification

Regarding job referrals, request that consideration be given, to the greatest extent feasible, to assignment of persons residing in the service area or neighborhood in which the project is located.

The anticipated date the work will begin is \_\_\_\_\_. For additional information, you may contact \_\_\_\_\_, \_\_\_\_\_ at (\_\_\_\_\_) \_\_\_\_\_.  
Contact Person's Name Title

This notice is furnished to you pursuant to the provisions of the above contract or subcontract and Section 3 of the Housing and Urban Development Act of 1968. Copies of this notice will be posted by the undersigned in conspicuous places available to employees or applicants for employment.

\_\_\_\_\_  
(Print Name)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Title)

**SECTION D**

**DOCUMENTS TO BE COMPLETED  
AND DELIVERED TO CITY PRIOR  
TO AWARD OF CONTRACT**

## PERFORMANCE BOND

### KNOW ALL MEN BY THESE PRESENTS:

That we, \_\_\_\_\_ as Principal(s) and \_\_\_\_\_ a corporation, incorporated, organized, and existing under the laws of the State of \_\_\_\_\_, and authorized to execute bonds and undertakings and to do a general surety business in the State of California, as Surety, are jointly and severally held and firmly bound unto the City of Torrance, a municipal corporation, located in the County of Los Angeles, State of California, in the full and just sum of: \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves and our respective heirs, executors, administrators, representative, successors and assigns, jointly and severally, firmly by these presents.

**THE CONDITION OF THIS OBLIGATION IS SUCH, that: WHEREAS,** said Principal(s) have/has entered into, or are/is about to enter into, a certain written contract or agreement, dated as of the \_\_\_\_\_ day of \_\_\_\_\_, 2011, with the said City of Torrance for the Construction of **CURB, GUTTER AND SIDEWALK REPLACEMENT PROGRAM, I-93 and RESIDENTIAL SIDEWALK RAMPING (CDBG #601416-11), B2011-35**, all as is more specifically set forth in said contract or agreement, a full, true and correct copy of which is hereunto attached, and hereby referred to and by this reference incorporated herein and made a part hereof;

**NOW, THEREFORE,** if the said Principal(s) shall faithfully and well and truly do, perform and complete, or cause to be done, performed and complete, each and all of the covenants, terms, conditions, requirements, obligations, acts and things, to be met, done or performed by said Principal(s), including any guarantee period as set forth in, or required by, said contract or agreement, all at and within the time or times, and in the manner as therein specified and contemplated, then this bond and obligation shall be null and void; otherwise it shall be and remain in full force, virtue and effect.

The said Surety, for value received, hereby stipulates and agrees that no amendment, change, extension of time, alteration or addition to said contract or agreement, or of any feature or item or items of performance required therein or thereunder, shall in any manner affect its obligations on or under this bond; and said Surety does hereby waive notice of any such amendment, change, extension of time, alteration, or addition to said contract or agreement, and of any feature or item or items of performance required therein or thereunder.

**PERFORMANCE BOND (CONTINUED)**

In the event any suit, action or proceedings is instituted to recover on this bond or obligation, said Surety will pay, and does hereby agree to pay, as attorney's fees for said City, such sum as the Court in any such suit, action or proceeding may adjudge reasonable.

**EXECUTED, SEALED AND DATED** this \_\_\_\_\_ day of \_\_\_\_\_,  
201\_\_\_\_.

CORPORATE SEAL

PRINCIPAL(S):

BY \_\_\_\_\_

BY \_\_\_\_\_

CORPORATE SEAL

SURETY:

BY \_\_\_\_\_

## LABOR AND MATERIAL BOND

### KNOW ALL MEN BY THESE PRESENTS:

That we, \_\_\_\_\_  
As Principal(s) and \_\_\_\_\_  
a corporation, incorporated, organized, and existing under the laws of the State of \_\_\_\_\_, and authorized to execute bonds and undertakings and to do a general surety business in the State of California, as Surety, are jointly and severally held and firmly bound unto:

- (a) The State of California for the use and benefit of the State Treasurer, as ex-officio Treasurer and custodian of the Unemployment Fund of said State; and
- (b) The City of Torrance, California; and
- (c) Any and all persons who do or perform or who did or performed work or labor upon or in connection with the work or improvement referred to in the contract or agreement hereinafter mentioned; and
- (d) Any and all materialmen, persons, companies, firms, association, or corporations, supplying or furnishing any materials, provisions, provender, transportation, appliances or power, or other supplies used in, upon, for or about or in connection with the performance of the work or improvement contracted to be executed, done, made or performed under said contract or agreement; and
- (e) Any and all persons, companies, firms, associations, or corporations furnishing, renting, or hiring teams, equipment, implements or machinery for, in connection with, or contributing to, said work to be done or improvement to be made under said contract or agreement; and
- (f) Any and all persons, companies, firms, associations, or corporations who supply both work and materials;

and whose claim has not been paid by said Principal(s), in full and just sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_), lawful money of the United States of America, for the payment of which will and truly to be made, said Principal(s) and said Surety do hereby bind themselves and their respective heirs, executors, administrators, representatives, successors and assigns, jointly and severally, firmly by these presents.

## **LABOR AND MATERIAL BOND (CONTINUED)**

**THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH, THAT: WHEREAS,** said Principal(s) have/has entered into or are/is about to enter into a certain written contract or agreement, dated as of the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_, with the City of Torrance for the Construction of **CURB, GUTTER AND SIDEWALK REPLACEMENT PROGRAM, I-93 and RESIDENTIAL SIDEWALK RAMPING (CDBG #601416-11), B2011-35**, all as is more specifically set forth in said contract or agreement, a full, true and correct copy of which is hereunto attached, and hereby referred to and by this reference incorporated herein and made a part hereof;

**NOW, THEREFORE,** if the said Principal(s) (or any of his/her, its, or their subcontractors) under said contract or agreement fails or fail to pay:

- (1) For any materials, provisions, provender, transportation, appliances, or power, or other supplies; or
- (2) For the hire of any teams, equipment, implements, or machinery; or
- (3) For any work or labor; supplies, furnished, provided, used, done or performed in, upon, for or about or in connection with the said work or improvement; or
- (4) For amounts due under the Unemployment Insurance Act of the State of California with respect to such work or improvement;

the Surety on this bond will pay the same in an amount not exceeding the sum hereinabove specified in this bond; and, also, in case suit is brought upon this bond, said Surety will (and does hereby agree to) pay a reasonable attorney's fee, to be fixed and taxed as costs, and included in the judgment therein rendered.

This bond shall (and it is hereby made to) insure to the benefit of any and all persons entitled to file claims under Section 1192.1 of the Code of Civil Procedure of the State of California, so as to give a right of action to them or their assigns in any suit brought upon this bond, all as contemplated under the provisions of Section 4205 of the Government Code, and of Chapter 1 of Title 4 of Part 3 of the Code of Civil Procedure, of the State of California.

This bond is executed and filed in connection with said contract or agreement hereunto attached to comply with each and all of the provisions of the laws of the State of California above mentioned or referred to, and of all amendments thereto, and the obligors so intend and do hereby bind themselves accordingly.

**LABOR AND MATERIAL BOND (CONTINUED)**

The said Surety, for value received, hereby stipulates and agrees that no amendment, change, extension of time, alteration, or addition to said contract or agreement, or of any feature or item or items of performance required therein or thereunder, shall in any manner affect its obligations on or under this bond; and said Surety does hereby waive notice of any such amendment, change, extension of time, alteration, or addition to said contract or agreement, and of any feature or item or items of performance required therein or thereunder.

**EXECUTED, SEALED AND DATED** this \_\_\_\_\_ day of \_\_\_\_\_, 201 \_\_\_\_

CORPORATE SEAL

PRINCIPAL:

BY \_\_\_\_\_

CORPORATE SEAL

SURETY:

BY \_\_\_\_\_



## PUBLIC WORKS AGREEMENT

This PUBLIC WORKS AGREEMENT ("Agreement") is made and entered into as of \_\_\_\_\_, 201\_\_\_\_ (the "Effective Date"), by and between the CITY OF TORRANCE, a municipal corporation ("CITY"), and \_\_\_\_\_ ("CONTRACTOR").

### RECITALS:

- A. The CITY wishes to retain the services of an experienced and qualified CONTRACTOR to construct **CURB, GUTTER AND SIDEWALK REPLACEMENT PROGRAM, I-93 and RESIDENTIAL SIDEWALK RAMPING (CDBG #601416-11), B2011-35;**
- B. In order to obtain the desired services, The CITY has circulated a Notice Inviting Bids for the construction of **FY2008-09 CURB, GUTTER AND SIDEWALK REPLACEMENT PROGRAM, I-93 and RESIDENTIAL SIDEWALK RAMPING (CDBG #601416-11)**, Notice Inviting Bids No. B2011-35 (the "NIB"); and
- C. CONTRACTOR has submitted a Bid (the "Bid") in response to the NIB. CONTRACTOR represents that it is qualified to perform those services requested in the Plans and Specifications. Based upon its review of all Bids submitted in response to the NIB, The CITY is willing to award the contract to CONTRACTOR.

### AGREEMENT:

#### 1. SERVICES TO BE PERFORMED BY CONTRACTOR

CONTRACTOR will provide the services and install those materials listed in the Plans and Specifications, which are on file in the Public Works Department. The NIB and the Plans and Specifications are made a part of this Agreement. A copy of the Bid is attached as Exhibit A.

#### 2. TERM

Unless earlier terminated in accordance with Paragraph 4 below, this Agreement will continue in full force and effect for one year from the Effective Date.

#### 3. COMPENSATION

##### A. CONTRACTOR's Fee.

For services rendered pursuant to this Agreement, CONTRACTOR will be paid in accordance with CONTRACTOR's Bid; provided, however, that in no event will the total amount of money paid the CONTRACTOR, for services initially contemplated by this Agreement, exceed the sum of \$ \_\_\_\_\_ ("Agreement Sum"), unless otherwise first approved in writing by the CITY.

##### B. Schedule of Payment.

Provided that the CONTRACTOR is not in default under the terms of this Agreement, upon presentation of an invoice, CONTRACTOR will be paid monthly, within 30 days after the date of the monthly invoice.

#### **4. TERMINATION OF AGREEMENT**

##### **A. Termination by CITY for Convenience.**

1. CITY may, at any time, terminate the Agreement for CITY's convenience and without cause.
2. Upon receipt of written notice from CITY of such termination for CITY's convenience, CONTRACTOR will:
  - a) cease operations as directed by CITY in the notice;
  - b) take actions necessary, or that CITY may direct, for the protection preservation of the work; and
  - c) except for work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.
3. In case of such termination for CITY's convenience, CONTRACTOR will be entitled to receive payment for work executed; and costs incurred by reason of such termination, along with reasonable overhead and profit on the work not executed.

##### **B. Termination for Cause.**

1. If either party fails to perform any term, covenant or condition in this Agreement and that failure continues for 15 calendar days after the nondefaulting party gives the defaulting party notice of the failure to perform, this Agreement may be terminated for cause; provided, however, that if during the notice period the defaulting party has promptly commenced and continues diligent efforts to remedy the default, the defaulting party will have such additional time as is reasonably necessary to remedy the default.
2. In the event this Agreement is terminated for cause by the default of the CONTRACTOR, the CITY may, at the expense of the CONTRACTOR and its surety, complete this Agreement or cause it to be completed. Any check or bond delivered to the CITY in connection with this Agreement, and the money payable thereon, will be forfeited to and remain the property of the CITY. All moneys due the CONTRACTOR under the terms of this Agreement will be retained by the CITY, but the retention will not release the CONTRACTOR and its surety from liability for the default. Under these circumstances, however, the CONTRACTOR and its surety will be credited with the amount of money retained, toward any amount by which the cost of completion exceeds the Agreement Sum and any amount authorized for extra services.
3. Termination for cause will not affect or terminate any of the rights of the CITY as against the CONTRACTOR or its surety then existing, or which may

thereafter accrue because of the default; this provision is in addition to all other rights and remedies available to the CITY under law.

C. Termination for Breach of Law.

In the event the CONTRACTOR or any of its officers, directors, shareholders, employees, agents, subsidiaries or affiliates is convicted (i) of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of a contract or subcontract; (ii) under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a public consultant or contractor; (iii) under state or federal antitrust statutes arising out of the submission of bids or proposals; or (iv) of violation of Paragraph 19 of this Agreement; or for any other cause the CITY determines to be so serious and compelling as to affect CONTRACTOR's responsibility as a public consultant or contractor, including but not limited to, debarment by another governmental agency, then the CITY reserves the unilateral right to terminate this Agreement or to impose such other sanctions (which may include financial sanctions, temporary suspensions or any other condition deemed appropriate short of termination) as it deems proper. The CITY will not take action until CONTRACTOR has been given notice and an opportunity to present evidence in mitigation.

5. **FORCE MAJEURE**

If any party fails to perform its obligations because of strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain labor or materials or reasonable substitutes for labor or materials, governmental restrictions, governmental regulations, governmental controls, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, or other causes beyond the reasonable control of the party obligated to perform, then that party's performance shall be excused for a period equal to the period of such cause for failure to perform.

**6. RETENTION OF FUNDS**

CONTRACTOR authorizes the CITY to deduct from any amount payable to CONTRACTOR (whether or not arising out of this Agreement) any amounts the payment of which may be in dispute or that are necessary to compensate the CITY for any losses, costs, liabilities, or damages suffered by the CITY, and all amounts for which the CITY may be liable to third parties, by reason of CONTRACTOR's negligent acts or omissions or willful misconduct in performing or failing to perform CONTRACTOR's obligations under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by CONTRACTOR, or any indebtedness exists that appears to be the basis for a claim of lien, the CITY may withhold from any payment due, without liability for interest because of the withholding, an amount sufficient to cover the claim. The failure of the CITY to exercise the right to deduct or to withhold will not, however, affect the obligations of CONTRACTOR to insure, indemnify, and protect the CITY as elsewhere provided in this Agreement.

**7. THE CITY'S REPRESENTATIVE**

The Public Works Director is designated as the "City Representative," authorized to act in its behalf with respect to the work and services specified in this Agreement and to make all decisions in connection with this Agreement. Whenever approval, directions, or other actions are required by the CITY under this Agreement, those actions will be taken by the City Representative, unless otherwise stated. The City Manager has the right to designate another City Representative at any time, by providing notice to CONTRACTOR.

**8. CONTRACTOR REPRESENTATIVE(S)**

The following principal(s) of CONTRACTOR are designated as being the principal(s) and representative(s) of CONTRACTOR authorized to act in its behalf with respect to the work specified in this Agreement and make all decisions in connection with this Agreement:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**9. INDEPENDENT CONTRACTOR**

The CONTRACTOR is, and at all times will remain as to the CITY, a wholly independent contractor. Neither the CITY nor any of its agents will have control over the conduct of the CONTRACTOR or any of the CONTRACTOR's employees, except as otherwise set forth in this Agreement. The CONTRACTOR may not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of the CITY.

**10. BUSINESS LICENSE**

The CONTRACTOR must obtain a City business license prior to the start of work under this Agreement, unless CONTRACTOR is qualified for an exemption.

**11. OTHER LICENSES AND PERMITS**

CONTRACTOR warrants that it has all professional, contracting and other permits and licenses required to undertake the work contemplated by this Agreement.

**12. FAMILIARITY WITH WORK**

By executing this Agreement, CONTRACTOR warrants that CONTRACTOR (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, CONTRACTOR warrants that CONTRACTOR has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services set forth in this Agreement. Should CONTRACTOR discover any latent or unknown conditions that will materially affect the performance of the services set forth in this Agreement, CONTRACTOR must immediately inform the CITY of that fact and may not proceed except at CONTRACTOR's risk until written instructions are received from the CITY.

**13. CARE OF WORK**

CONTRACTOR must adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and other components to prevent losses or damages, and will be responsible for all damages, to persons or property, until acceptance of the work by the CITY, except those losses or damages as may be caused by the CITY's own negligence.

**14. CONTRACTOR'S ACCOUNTING RECORDS; OTHER PROJECT RECORDS**

Records of the CONTRACTOR's time pertaining to the project, and records of accounts between the CITY and the CONTRACTOR, will be kept on a generally recognized accounting basis. CONTRACTOR will also maintain all other records, including without limitation specifications, drawings, progress reports and the like, relating to the project. All records will be available to the CITY during normal working hours. CONTRACTOR will maintain these records for three years after final payment.

**15. INDEMNIFICATION**

CONTRACTOR will indemnify, defend, and hold harmless CITY, the City Council, each member thereof, present and future, its officers, agents and employees from and against any and all liability, expenses, including defense costs and legal fees, and claims for damages whatsoever, including, but not limited to, those arising from breach of contract, bodily injury, death, personal injury, property damage, loss of use, or property loss however the same may be caused and regardless of the responsibility for negligence. The obligation to indemnify, defend and hold harmless includes, but is not limited to, any liability or expense, including defense costs and legal fees, arising from the negligent acts or omissions, or willful misconduct of CONTRACTOR, its officers, employees, agents, subcontractors or vendors. It is further agreed, CONTRACTOR's obligations to indemnify, defend and hold harmless will apply even in the event of concurrent negligence on the part of CITY, the City Council, each member thereof, present and future, or its officers, agents and employees, except for liability resulting solely from the negligence or willful misconduct of CITY, its officers, employees or agents. Payment by CITY is not a condition precedent to enforcement of this indemnity. In the event of any dispute between CONTRACTOR and CITY, as to whether liability arises from the sole negligence of the CITY or its officers, employees, agents, subcontractors or vendors, CONTRACTOR will be obligated to pay for CITY's defense until such time as a final judgment has been entered adjudicating the CITY as solely negligent. CONTRACTOR will not be entitled in the event of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

**16. NON-LIABILITY OF THE CITY'S OFFICERS AND EMPLOYEES**

No officer or employee of the CITY will be personally liable to CONTRACTOR, in the event of any default or breach by the CITY or for any amount that may become due to CONTRACTOR.

**17. INSURANCE**

A. CONTRACTOR must maintain at its sole expense the following insurance, which will be full coverage not subject to self insurance provisions:

1. Automobile Liability, including owned, non-owned and hired vehicles, with at least the following limits of liability:
  - a. Combined single limits of \$2,000,000 per occurrence.
2. General Liability including coverage for premises, products and completed operations, independent contractors, personal injury and contractual obligations with combined single limits of coverage of at least \$3,000,000 per occurrence, with an annual aggregate of no less than \$5,000,000.
3. Workers' Compensation with limits as required by the State of California and Employers Liability with limits of at least \$1,000,000.

- B. The insurance provided by CONTRACTOR will be primary and non-contributory.
- C. The CITY of Torrance, the City Council and each member thereof, members of boards and commissions, every officer, agent, official, employee and volunteer must be named as additional insureds under the automobile and general liability policies.
- D. CONTRACTOR must provide certificates of insurance and/or endorsements to the City Clerk of the City of Torrance before the commencement of work.
- E. Each insurance policy required by this Paragraph must contain a provision that no termination, cancellation or change of coverage can be made without thirty days notice to the CITY.
- F. CONTRACTOR must include all subcontractors as insureds under its policies or must furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors will be subject to all of the requirements of this Paragraph 17.

**18. SUFFICIENCY OF INSURERS**

Insurance required by this Agreement will be satisfactory only if issued by companies admitted to do business in California, rated "B+" or better in the most recent edition of Best's Key Rating Guide, and only if they are of a financial category Class VII or better, unless these requirements are waived by the Risk Manager of the CITY ("Risk Manager") due to unique circumstances. In the event the Risk Manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the CITY, the CONTRACTOR agrees that the minimum limits of any insurance policies and/or the performance bond required by this Agreement may be changed accordingly upon receipt of written notice from the Risk Manager; provided that CONTRACTOR will have the right to appeal a determination of increased coverage by the Risk Manager to the City Council of the CITY within 10 days of receipt of notice from the Risk Manager.

**19. CONFLICT OF INTEREST**

- A. No officer or employee of the CITY may have any financial interest, direct or indirect, in this Agreement, nor may any officer or employee participate in any decision relating to the Agreement that effects the officer or employee's financial interest or the financial interest of any corporation, partnership or association in which the officer or employee is, directly or indirectly interested, in violation of any law, rule or regulation.
- B. No person may offer, give, or agree to give any officer or employee or former officer or employee, nor may any officer or employee solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any way pertaining to any program requirement, contract or subcontract, or to any solicitation or proposal.

**20. NOTICE**

- A. All notices, requests, demands, or other communications under this Agreement will be in writing. Notice will be sufficiently given for all purposes as follows:
  - 1. Personal delivery. When personally delivered to the recipient: notice is effective on delivery.
  - 2. First Class mail. When mailed first class to the last address of the recipient known to the party giving notice: notice is effective three mail delivery days after deposit in an United States Postal Service office or mailbox.
  - 3. Certified mail. When mailed certified mail, return receipt requested: notice is effective on receipt, if delivery is confirmed by a return receipt.
  - 4. Overnight delivery. When delivered by an overnight delivery service, charges prepaid or charged to the sender's account: notice is effective on delivery, if delivery is confirmed by the delivery service.
  - 5. Facsimile transmission. When sent by fax to the last fax number of the recipient known to the party giving notice: notice is effective on receipt. Any notice given by fax will be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.



6. Addresses for purpose of giving notice are as follows:

CONTRACTOR:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Fax: \_\_\_\_\_

CITY:

City Clerk  
City of Torrance  
3031 Torrance Boulevard  
Torrance, CA 90509-2970  
Fax: (310) 618-2931

- B. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified, will be deemed effective as of the first date the notice was refused, unclaimed or deemed undeliverable by the postal authorities, messenger or overnight delivery service.
- C. Either party may change its address or fax number by giving the other party notice of the change in any manner permitted by this Agreement.

**21. PROHIBITION AGAINST ASSIGNMENT AND SUBCONTRACTING**

This Agreement and all exhibits are binding on the heirs, successors, and assigns of the parties. The Agreement may not be assigned or subcontracted by either the CITY or CONTRACTOR without the prior written consent of the other.

**22. INTEGRATION; AMENDMENT**

This Agreement represents the entire understanding of the CITY and CONTRACTOR as to those matters contained in it. No prior oral or written understanding will be of any force or effect with respect to the terms of this Agreement. The Agreement may not be modified or altered except in writing signed by both parties.

**23. INTERPRETATION**

The terms of this Agreement should be construed in accordance with the meaning of the language used and should not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction that might otherwise apply.

**24. SEVERABILITY**

If any part of this Agreement is found to be in conflict with applicable laws, that part will be inoperative, null and void insofar as it is in conflict with any applicable laws, but the remainder of the Agreement will remain in full force and effect.

**25. TIME OF ESSENCE**

Time is of the essence in the performance of this Agreement.

**26. GOVERNING LAW; JURISDICTION**

This Agreement will be administered and interpreted under the laws of the State of California. Jurisdiction of any litigation arising from the Agreement will be in Los Angeles County, California.

**27. COMPLIANCE WITH STATUTES AND REGULATIONS**

CONTRACTOR will be knowledgeable of and will comply with all applicable federal, state, county and city statutes, rules, regulations, ordinances and orders.

**28. WAIVER OF BREACH**

No delay or omission in the exercise of any right or remedy by a nondefaulting party on any default will impair the right or remedy or be construed as a waiver. A party's consent or approval of any act by the other party requiring the party's consent or approval will not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and will not be a waiver of any other default concerning the same or any other provision of this Agreement.

**29. ATTORNEY'S FEES**

Except as provided for in Paragraph 15, in any dispute, litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party will be awarded reasonable attorney's fees, together with any costs and expenses, to resolve the dispute and to enforce any judgment.

**30. EXHIBITS**

All exhibits identified in this Agreement are incorporated into the Agreement by this reference.

**31. CONTRACTOR'S AUTHORITY TO EXECUTE**

The persons executing this Agreement on behalf of the CONTRACTOR warrant that (i) the CONTRACTOR is duly organized and existing; (ii) they are duly authorized to execute this Agreement on behalf of the CONTRACTOR; (iii) by so executing this Agreement, the CONTRACTOR is formally bound to the provisions of this Agreement; and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which the CONTRACTOR is bound.

CITY OF TORRANCE,  
a Municipal Corporation

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Frank Scotto, Mayor

By: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Sue Herbers, City Clerk

APPROVED AS TO FORM:

JOHN L. FELLOWS III  
City Attorney

By: \_\_\_\_\_  
(name)  
Deputy City Attorney

Attachments: Exhibit A: Bid

**EXHIBIT A**

**Bid**

**[To be attached]**

**CITY OF TORRANCE  
CONSTRUCTION OR SERVICE CONTRACT ENDORSEMENT**

To be attached to and made a part of all policies insuring the liability of any person, firm or corporation performing services under contract for the City of Torrance.

Notwithstanding any inconsistent expression in the policy to which this endorsement is attached, or in any other endorsement now or hereafter attached thereto, or made a part thereof, the protection afforded by said policy shall:

1. Include the City of Torrance as an additional insured. (To include the elected officials, appointed officials, and employees.)
2. Indemnify and save harmless the City of Torrance against any and all claims resulting from the undertaking specified in the contract known as:

**PROPOSAL, SPECIFICATIONS, BOND AND AFFIDAVIT  
FOR THE CONSTRUCTION OF  
CURB, GUTTER AND SIDEWALK REPLACEMENT PROGRAM, I-93 and  
RESIDENTIAL SIDEWALK RAMPING (CDBG #601416-11)**

**B2011-35**

This hold harmless assumption on the part of the underwriters shall include all costs of investigation and defense, including claims based on damage to substructures not shown, not located on the plans, or shown incorrectly.

3. Not be cancelled except by notice to the City Attorney of the City of Torrance at least thirty (30) days prior to the date of cancellation.
4. Provide single limit for Bodily Injury Liability and Property Damage Liability combined, \$1,000,000 each Occurrence, and \$1,000,000 Aggregate.
5. Limited classifications, restricting endorsements, exclusions or other special provisions contained in the policy shall not act to limit the benefits of coverage as they shall apply to the City of Torrance as enumerated in this endorsement. However, nothing herein contained shall affect any rights of the insurer against the insured.
6. It is further expressly agreed by and between the parties hereto that the following two provisions, (a) and (b), are a part of this contract:
  - (a) That the Contractor specifically agrees to comply with applicable provisions of Section 1777.5 of the Labor Code relating to the employment by contractor or subcontractor under it, of journeyman or apprentices, or workmen, in any apprenticeable craft or trade.
  - (b) By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

The limits of liability as stated in this endorsement apply to the insurance afforded by this endorsement notwithstanding that the policy may have lower limits of liability applying elsewhere in the policy.

\_\_\_\_\_  
Duly Authorized Agent

Attached to and forming part of  
Policy No. \_\_\_\_\_  
of the \_\_\_\_\_

Date: \_\_\_\_\_  
Expiration Date: \_\_\_\_\_

## WORKERS' COMPENSATION INSURANCE CERTIFICATION

In compliance with Section 7-4 of the Standard Specifications, the Contractor shall complete and submit the following certification with a Certificate of Insurance before execution of the contract.

I am aware of, and will comply with, Section 3700 of the Labor Code, requiring every employer to be insured against liability for Workers' Compensation or to undertake self-insurance before commencing any of the work.

\_\_\_\_\_  
CONTRACTOR

By: \_\_\_\_\_

Title: \_\_\_\_\_

## **SECTION E**

### **SPECIAL PROVISIONS**

**The following Special Provisions supplement and amend the Standard Specifications for Public Works Construction (latest edition) and the Standard Specifications of the State of California Department of Transportation (Caltrans), latest edition, as noted herein. These Special Provisions have been arranged into a format that parallels the Standard Specifications for Public Works Construction.**



## **SECTION E - SPECIAL PROVISIONS**

### **Table of Contents**

	<b>Page</b>
<b>PART 1 - GENERAL PROVISIONS</b>	
<b>SECTION 1 -TERMS, DEFINITIONS, ABBREVIATIONS, UNITS OF MEASURE AND SYMBOLS</b>	<b>E-1</b>
1-2 DEFINITIONS	E-1
1-3 ABBREVIATIONS	E-1
<b>SECTION 2 - SCOPE AND CONTROL OF THE WORK</b>	
2-1 AWARD AND EXECUTION OF CONTRACT	E-1
2-3 SUBCONTRACTS	E-2
2-4 CONTRACT BONDS	E-2
2-5 PLANS AND SPECIFICATIONS	E-2
2-6 WORK TO BE DONE	E-4
2-9 SURVEYING	E-4
2-10 AUTHORITY OF BOARD AND ENGINEER	E-5
2-11 INSPECTION	E-6
<b>SECTION 3 - CHANGES IN WORK</b>	<b>E-8</b>
3-3 EXTRA WORK	E-8
<b>SECTION 5 - UTILITIES</b>	<b>E-9</b>
5-1 LOCATION	E-9
5-2 PROTECTION	E-10
<b>SECTION 6 - PROSECUTION, PROGRESS &amp; ACCEPTANCE OF THE WORK</b>	<b>E-11</b>
6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF WORK	E-11
6-7 TIME OF COMPLETION	E-13
6-8 COMPLETION, ACCEPTANCE AND WARRANTY	E-13
6-9 LIQUIDATED DAMAGES	E-13
<b>SECTION 7 - RESPONSIBILITIES OF THE CONTRACTOR</b>	<b>E-13</b>
7-3 LIABILITY INSURANCE	E-14
7-4 WORKER'S COMPENSATION INSURANCE	E-14
7-5 PERMITS	E-14
7-8 PROJECT SITE MAINTENANCE	E-14
7-9 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS	E-17
7-10 PUBLIC CONVENIENCE AND SAFETY	E-18

## **SECTION 9 - MEASUREMENT AND PAYMENT**

9-1 MEASUREMENT AND PAYMENT	E-23
9-2 LUMP SUM WORK	E-23
9-3 PAYMENT	E-23
9-4 CLAIMS	E-24

## **PART 2 - CONSTRUCTION MATERIALS**

### **SECTION 200 - ROCK MATERIALS**

200-2 UNTREATED BASE MATERIALS	E-26
--------------------------------	------

### **SECTION 203 - BITUMINOUS MATERIALS**

203-6 ASPHALT CONCRETE	E-26
------------------------	------

### **SECTION 210 - PAINT AND PROTECTIVE COATINGS**

210-1 PAINT	E-26
-------------	------

### **SECTION 212 - LANDSCAPE AND IRRIGATION MATERIALS**

212-1 LANDSCAPE MATERIALS	E-27
---------------------------	------

### **SECTION 214 - PAVEMENT MARKERS**

(Replaced with Section 85 of Caltrans Standard Specifications)

85-1.05 REFLECTIVE PAVEMENT MARKERS	E-27
-------------------------------------	------

## **PART 3 - CONSTRUCTION METHODS**

### **SECTION 300 - EARTHWORK**

300-1 CLEARING AND GRUBBING	E-29
-----------------------------	------

### **SECTION 301 - TREATED SOIL, SUBGRADE PREPARATION AND PLACEMENT OF BASE MATERIALS**

301-2 UNTREATED BASE	E-34
----------------------	------

### **SECTION 302 - ROADWAY SURFACING**

302-5 ASPHALT CONCRETE PAVEMENT	E-34
---------------------------------	------

### **SECTION 303 - CONCRETE AND MASONRY CONSTRUCTION**

303-5 CONCRETE CURBS, WALKS, GUTTERS, CROSS-GUTTERS, ALLEY INTERSECTIONS, ACCESS RAMPS AND DRIVEWAYS	E-35
--	------

**SECTION 308 - LANDSCAPE AND IRRIGATION INSTALLATION**

**308-2 EARTHWORK AND TOPSOIL PLACEMENT**

**E-37**

**PART 4 - SPECIAL CASE RAMPS**

**227<sup>TH</sup> ST & KENT**

**E-38**

**APPENDIX I - CITY OF TORRANCE PERMIT AND BUSINESS LICENSE**

**APPENDIX II - *(NOT USED)***

**APPENDIX III - STANDARD PLANS AND DETECTABLE WARNING SURFACE**

**APPENDIX IV - CONSTRUCTION AND DEMOLITION DEBRIS RECYCLING SUMMARY**

**APPENDIX V - SPECIAL CASE RAMPS**

**APPENDIX VI - SECTION 3 CDBG DOCUMENTS (REFERENCE ONLY)**

**APPENDIX VII - PCC CROSS GUTTER IMPROVEMENT INFORMATION**

## **PART 1 - GENERAL PROVISIONS**

### **SECTION 1 - TERMS, DEFINITIONS, ABBREVIATIONS, UNITS OF MEASURE, AND SYMBOLS**

#### **1-2 DEFINITIONS.**

**Agency:** The City of Torrance, herein referred to as CITY.

**Board:** The City Council of the City of Torrance, herein referred to as City Council.

**Engineer:** The Public Works Director and/or City Engineer of the City of Torrance, acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties entrusted to them.

**Claim:** A separate demand by the Contractor for (A) a time extension, (B) payment of money or damages arising from work done by or on behalf of the Contractor pursuant to the Contract and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount the payment of which is disputed by the Agency.

#### **1-3 ABBREVIATIONS.**

##### **1-3.2 Common Usage:**

Approx	Approximate
Exist.	Existing
M.L.	Main Line
OH	Overhead
Ped.	Pedestrian
Reconst.	Reconstruct
Temp.	Temporary
WM	Wire mesh or water meter

### **SECTION 2 - SCOPE AND CONTROL OF THE WORK**

#### **2-1 AWARD AND EXECUTION OF CONTRACT.**

Within ten (10) working days after the date of the CITY'S award of contract, the Contractor shall execute and return all Contract Documents required by the CITY. The CITY reserves the right to terminate the award if the above requirement is not met. Such termination will result in the forfeiture of the Proposal Guaranty.

The Contract shall not be considered binding upon the CITY until executed by the authorized CITY officials.

## **2-3 SUBCONTRACTS**

### **2-3.2 Additional Responsibility.**

### **2-4 CONTRACT BONDS.** Revise the second sentence of the fourth paragraph to read as follows:

The "Performance Bond" shall remain in effect for one year following the date specified in the Notice of Completion or, if no Notice of Completion is recorded, for one year following the date of final acceptance by the Engineer.

## **2-5. PLANS AND SPECIFICATIONS.**

### **2-5.1 General.** Delete the first sentence and replace with the following paragraph to read as follows:

The Contractor shall maintain a control set of Plans and Specifications on the Work site at all times. All final locations determined in the field, and any deviations from the Plans and Specifications, shall be marked in red on this control set to show as-built conditions. Upon completion of the Work, the Contractor shall submit the control set to the Engineer for approval. Final payment will not be made until this requirement is met.

Add the following subsections:

#### **2-5.1.1 Plans.** Included as part of the Contract Documents are the following, which show the location, character, dimensions or details of the Work:

##### **1) Project Plans**

The plans and data provided with the Contract Documents are based on existing plans and documents. The plans and data are provided for information only. The Owner does not guarantee their accuracy and correctness. If the Bidder in preparing the Bid Proposal uses this information, the Bidder assumes all risks resulting from conditions differing from the information shown. The Bidder, in consideration for the information being provided, hereby releases the Owner and Consulting Engineer from any responsibility of obligation as to the accuracy of such information or for any additional compensation for work performed due to assumptions based on the use of such information.

##### **2) Standard Plans**

- a. City of Torrance Standard Plans, latest edition
- b. Standard Plans for Public Works Construction, latest edition, promulgated by Public Works Standards, Inc.
- c. Standard Plans of the State of California Department of Transportation (Caltrans), latest edition

Applicable Standard Plans and information for this project are included in the Appendices of these Specifications.

**2-5.1.2 Specifications.** The Work shall be performed or executed in accordance with these Special Provisions and the following:

- 1) Standard Specifications for Public Works Construction, latest edition and supplements thereto, hereinafter referred to as the Standard Specifications, as written and promulgated by Public Works Standards, Inc. The Standard Specifications are published by BNi Building News, Inc., 1612 South Clementine Street, Anaheim, CA 92802, Phone: (800) 873-6397.
- 2) Sections 56-2, 84, 85, 86 and 90-10 of the State of California Department of Transportation (Caltrans) Standard Specifications, latest edition

**2-5.2 Precedence of Contract Documents.**

If there is a conflict between any of the Contract Documents, the document highest in precedence shall control. The order of precedence shall be as follows:

- 1) Permits issued by other agencies.
- 2) Change Orders (including Plans and Specifications attached thereto).
- 3) Public Works Agreement
- 4) Addenda
- 5) Special and General Provisions
- 6) Plans
- 7) City Standard Plans
- 8) Other Standard Plans
- 9) Standard Specifications for Public Works Construction
- 10) Reference Specifications

With reference to the Plans/Drawings, the order of precedence is as follows:

- 1) Change Order plans govern over Addenda and Contract plans
- 2) Addenda plans govern over Contract plans
- 3) Contract plans govern over standard plans
- 4) Detail plans govern over general plans
- 5) Figures govern over scaled dimensions

Within the Specifications, the order of precedence is as follows:

- 1) Change Orders
- 2) Permits from other agencies/Supplemental Agreements
- 3) Special Provisions
- 4) Instruction to Bidders
- 5) Referenced Standard Plans
- 6) Referenced Standard Specifications

If the Contractor, in the course of the Work, becomes aware of any claimed errors or omissions in the Contract Documents or in the CITY's fieldwork, the Contractor shall immediately inform the Engineer. The Engineer shall promptly review the matter, and if the Engineer finds an error or omission has been made the Engineer shall determine the corrective actions and advise the Contractor accordingly. If the corrective work associated with an error or omission increases or decreases the amount of work called for in the Contract, the CITY shall issue an appropriate Change Order in accordance with 3-3. After discovery of an error or omission by the Contractor, any related work performed by the Contractor shall be done at the Contractor's risk unless authorized by the Engineer.

### **2-5.3 Submittals**

#### **2-5.3.4 Supporting Information.**

Submittals are required for the following:

- 9) Detectable Warning Surface (truncated dome) per Section 303-5.5.5

### **2-6 WORK TO BE DONE.**

The Work generally consists of construction or reconstruction of access ramps, curbs, gutters, cross gutters, sidewalks and appurtenances; and root pruning as shown on Plans, and/or in these Specifications.

### **2-9 SURVEYING.**

#### **2-9.1 Permanent Survey Markers.** Replace the entire Subsection 2-9.1 with the following:

The Contractor shall not disturb survey monuments, lot stakes (tagged), centerline ties, or benchmarks without notifying the Engineer. The Contractor shall be responsible to have a surveyor document all surveying monuments, lot stakes (tagged), centerline ties, and bench marks that may be disturbed during construction. The Contractor or its Surveyor shall file a Corner Record Form at the Los Angeles County Surveyor referencing survey monuments subject to disturbance prior to the start of construction and also prior to the completion of construction, including a location for reestablishment of disturbed monuments. Copies of the records shall be provided to the City. **Final payment will not be made until the aforementioned documentation is provided to the CITY.**

All surveying shall be done by a Registered Licensed Land Surveyor or a Registered Civil Engineer authorized to practice land surveying within the state. All monuments and centerline ties shall be tied out and reset in accordance with Section 8771 (Land Surveyors Act) of the Business and Professions Code of the State of California.

The contract unit price for SURVEY MONUMENTS shall include full compensation for furnishing all labor, materials, equipments, tools and incidentals for doing all the work involved in preserving and/or constructing of the survey monuments, complete in place, and no additional compensation shall be made.

#### **2-9.2 Survey Service.**

All construction surveying necessary to complete the Work shown on the Plans and provided in these Contract Documents shall be accomplished by or under the direction of a Registered Land Surveyor or Registered Civil Engineer authorized to practice land surveying in the State of California, retained or provided by the Contractor. The CITY reserves the right to direct the Contractor to perform additional construction surveying and at no additional cost when the City determines it is required to adequately construct the Work.

The Contractor shall notify the Engineer in writing at least 2 working days prior to the actual survey. The Contractor shall provide the traffic control necessary for construction surveying. Prior to disturbing survey monuments, the Contractor shall notify the Engineer in accordance with Section 2-9.1

Stakes shall be set and stationed by the Contractor for curbs, curbs and gutters, access ramps, cross gutters, spandrels, and other items as necessary. A corresponding cut or fill to finished grade (or flow line) shall be indicated on a grade sheet. A copy of each grade sheet shall be furnished to the Engineer. If any construction survey stakes are lost or disturbed and need to be replaced, such replacement shall be by the Contractor at its expense.

With the exception of surveying required for cross gutter improvements, all costs for construction surveying including construction staking, professional services, office calculations, furnishing all labor, materials, equipment, tools and incidentals, and for performing all work involved shall be considered as included in the bid price for CONSTRUCTION SURVEYING.

Add the following subsection:

#### **2-9.2.1 Survey Service for Cross Gutter Improvements.**

For cross gutter improvements included in this contract, the Contractor shall perform the topographic design survey at each location, per the direction of the Engineer, within 20 working days following the request, by the Engineer, to perform said surveying. Subsequently, Contractor shall provide the City with the complete documentation of the topographic design surveys no later than the 30<sup>th</sup> working day. Failure to do so may result in a penalty to the Contractor in the amount of \$300 per calendar day for each day following working day 30. Said penalty will be deducted from the amount due the Contractor.

The topographic survey shall include, but is not limited to:

- 1) Obtaining elevations at points shown on the exhibit "Typical Survey Points" in the Appendices. Points are: back of walk, top of curb, flow line, edge of gutter/pavement, grade breaks and/or quarter points, and finish surface at the centerlines. A Surveyor may establish a temporary benchmark (i.e. using a fire hydrant, catch basin, or other fixed object, etc) for each location and provide elevations of typical survey points relative to the temporary benchmark at each location.
- 2) Location of all existing features within the limits of the cross gutter improvements (i.e. above ground utilities, manholes, valve covers, utility vaults and covers, signs, trees, utility poles, traffic signal poles, cross gutters, local depressions, catch basins, driveway openings, sidewalks, corner access ramps, parkway drains, etc).

At each location, the survey deliverable shall include a topographic map consisting of the information requested in this and the previous subsection and a corresponding AutoCAD files (compatible with version 2009).

Payment for survey for cross gutter improvements shall be on a lump sum basis per the Contract price for "CONSTRUCTION SURVEY FOR CROSS GUTTER/RAMP IMPROVMENT" and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals necessary to complete the specified Work.

#### **2-10 AUTHORITY OF BOARD AND ENGINEER.**

Failure of the Contractor to comply with the requirements of the Contract Documents, or to follow the directions of the Engineer, and/or to immediately remedy such noncompliance or to follow directions, may, upon notice from the Engineer, result in the suspension of the Contract monthly progress payments. Any monthly progress payments so suspended may remain in suspension until



the Contractor is in compliance with the Contract Documents and the directions of the Engineer, as determined by the Engineer.

## **2-11 INSPECTION.**

The Work is subject to inspection and approval by the Engineer. The Contractor shall notify the Engineer a minimum of 48 hours in advance of the required inspection.

The Engineer will make, or have made, such inspections and tests as he deems necessary to see that the Work is in conformance with the Contract Documents. In the event such inspections or tests reveal noncompliance with the Contract Documents, the Contractor shall bear the cost of such corrective measures as deemed necessary by the Engineer, as well as the cost of subsequent re-inspection and re-testing.

Work done in the absence of inspection by the Engineer may be required to be removed and replaced under the inspection of the Engineer, and the entire cost of removal and replacement, including the cost of all materials which may be furnished by the CITY and used in the work thus removed, shall be borne by the Contractor, regardless of whether the work removed is found to be defective or not. Work covered without the approval of the Engineer shall, if so directed by the Engineer, be uncovered to the extent required by the Engineer, and the Contractor shall similarly bear the entire cost of performing all the work and furnishing all the materials necessary for the removal of the covering and its subsequent replacement, including all costs for additional inspection.

The Engineer and any authorized representatives shall at all times have access to the Work during its construction at shops and yards as well as the Work site. The Contractor shall provide every reasonable facility for ascertaining that the materials and workmanship are in accordance with the Contract Documents.

Inspection of the Work shall not relieve the Contractor of the obligation to fulfill all conditions of the Contract.

**2-11.1 Special Inspection Fees.** If the Contractor elects to work under this Contract more than 8 hours/day or more than 40 hours/week, Saturday, Sunday, or CITY holidays, the Contractor shall arrange with the Engineer for the required inspection service and pay the Special Inspection Fees which will be charged at the following rates:

Mondays through Fridays	- \$125.00 per hour
Saturdays, Sundays, Holidays	- \$1,200.00 per day

Fees may be deducted from payments due to the Contractor at the discretion of the Engineer.

If the Contractor works under this contract at times other than within the allowed working hours without permission from or prior arrangement with the Engineer, the Contractor will be charged a lump sum amount of \$500.00 for each occurrence, in addition to the above fees. The amount will be deducted from a Progress Payment.

## **2-11.2 Material Inspection/Testing and other City Expenses.**

- (a) If a City subcontractor hired to perform material inspection and/or testing is required to work additional time to perform inspection and testing as a result of an action or delay caused by the Contractor, except for specific work allowed by the Engineer, the City subcontractor may charge the City an additional fee. The Engineer may deduct the additional fee for said inspection and testing from a Progress Payment to the Contractor. The Engineer also may deduct the cost to perform additional testing when an initial test fails to meet the requirements of this Contract. The typical rates for material testing and inspection are available upon request from the Public Works Department.
- (b) If the Contractor does not comply with a requirement of these Special Provisions or if it does not respond, after being informed, to a request by the Engineer to amend a site condition that jeopardizes the public health, safety or welfare, the Engineer may direct City crews to perform the work. For each occurrence, the City may charge the Contractor a base charge in the amount of \$750 in addition to all costs incurred by City crews for labor, equipment and materials. The standard rates for City crews are available upon request from the Public Works Department.
- (c) For each sign, drum, barricade, warning device, flagger or other type of required traffic control device that is not provided in accordance with the approved Traffic Control Plans, unless otherwise authorized by the Engineer, the Engineer may deduct \$50 per day from a Progress Payment for each missing device. The deduction does not apply to a device that is fraudulently removed by non-construction personnel.
- (d) Temporary lane closures maintained prior to 8:30 A.M. and/or after 3:30 P.M. may have a negative economic effect on the local residential, commercial or industrial community. Unless a temporary lane closure is otherwise authorized, the Engineer may deduct a fee from a Progress Payment for each temporary lane closure maintained prior to 8:30 A.M. or after 3:30 P.M. The fee will be assessed at a rate of \$700 per each travel lane per each thirty (30) minute interval, or fraction thereof.

## SECTION 3 – CHANGES IN WORK

### 3-3 EXTRA WORK

#### 3-3.1 General.

Payment for additional work and all expenditures in excess of the Contract Price must be authorized in writing by the Engineer. Such authorization shall be obtained by the Contractor prior to engaging in additional work. It shall be the Contractor's sole responsibility to obtain written approval from the Engineer for any change(s) in material or in the work proposed by suppliers or subcontractors. No payment shall be made to the Contractor for additional work which has not been approved in writing, and the Contractor hereby agrees that it shall have no right to additional compensation for any work not so authorized.

The Contractor shall be responsible to provide all data and to obtain all approvals required by the Specifications, including submittal of Daily Extra Work Reports. No claims or extras shall be approved by the Engineer unless all work was done under the direction of and subject to the approval of the Engineer. Disputed work claims shall comply with 3-3 as modified herein.

#### 3-3.2.2 Basis for Establishing Costs.

The Contractor will be paid for the use of equipment at the lower of the actual rental rates paid by the Contractor or the rental rates listed for such equipment in either the "Rental Rate Blue Book" published by Dataquest, Inc., 1290 Ridder Park Drive, San Jose, California 95131; telephone (408) 971-9000 or the California Department of Transportation publication entitled "Labor Surcharge and Equipment Rates" available at the Caltrans web site, [www.dot.ca.gov/hq/eqsc/inforesources.htm](http://www.dot.ca.gov/hq/eqsc/inforesources.htm), which is in effect on the date upon which the work is accomplished, and that hereby is made a part of the Contract, regardless of ownership or any rental or other agreement, if such may exist, for the use of such equipment entered into by the Contractor. If it is deemed necessary by the Engineer to use equipment not listed in the said publication, a suitable rental rate will be established by the Engineer. The Contractor may furnish any cost data that might assist the Engineer in the establishment of such rental rate.

#### 3-3.2.3 Markup.

The markups mentioned hereinafter shall include, but are not limited to, all costs for the services of superintendents, project managers, timekeepers and other personnel not working directly on the change order, and pickup or yard trucks used by the above personnel. These costs shall not be reported as labor or equipment elsewhere except when actually performing work directly on the change order and then shall only be reported at the labor classification of the work performed.

**(a) Work by Contractor.** The following percentages shall be added to the Contractor's costs and shall constitute the mark-up for all overhead and profit, which shall be deemed to include all items of expense not specifically designated as cost or equipment rental in Subsections 3-3.2.2(a), 3-3.2.2(b), and 3-3.2.2(c).

Labor	20
Materials	15
Equipment Rental	15
Other Expenditures	15

To the sum of the costs and markups provided for in this subsection, one (1) percent shall be added as compensation for bonding.

**(b) Work by Subcontractor.** When any part of the extra work is performed by a subcontractor, the markup established in 3-3.2.3(a) shall be applied to the subcontractor's actual cost of such work. A markup of ten (10) percent on the first \$5,000 of the subcontracted portion of the extra work and a mark-up of 5 percent on work added in excess of \$5,000 of the subcontracted portion of the extra work may be added by the Contractor.

The markups specified in parts (a) and (b) above shall be considered as including, but not limited to, the Contractor's labor costs for personnel not working directly on the extra work, including the cost of any tools and equipment that they may use. Such costs shall not be reported as labor or equipment costs elsewhere except when they are actually used in the performance of the extra work. Labor costs shall in that case be reported for the labor classification corresponding to the type and nature of extra work performed.

### **3-4 CHANGED CONDITIONS.**

Add the following:

This subsection does not apply to utilities.

## **SECTION 5 – UTILITIES**

### **5-1 LOCATION.**

The Contractor shall provide coordination with all the utility companies involved and shall provide protection from damage to their facilities. The Contractor shall be responsible for repair or replacement of said facilities made necessary by its failure to provide required protection. The Contractor is required to include utility requirements in the Construction Schedule per Section 6-1.

The Contractor shall be solely responsible to check all utility record maps, books, and/or other data in the possession of the CITY, other agencies, and/or all utility companies, and no allowance shall be made for any failure to have done so.

The Contractor shall utilize the services of "Underground Service Alert-Southern California" for utility locating in all public right-of-ways by calling 1-800-227-2600 at least 48 hours prior to any excavation.

Substitute the following for the last paragraph:

Prior to starting construction, the Contractor shall be responsible to determine the location and depth of all utilities which have been marked by the respective owners and which may affect or be affected by its operations. The Contractor also shall determine the location and depth of each service connection, whether or not marked. Full compensation for such work shall be considered as included in the prices bid for other items or work. If a utility which was marked or a service connection is found to interfere with the work after construction has commenced, the Contractor shall be solely responsible for all costs of any delay and for any costs which could have been avoided if the Contractor had located the utility prior to start of construction.

## **5-2 PROTECTION.**

If, in the course of construction, the Contractor damages a sewer lateral or water lateral, the Contractor shall be responsible to completely expose said lateral from the main line to the point of connection at private property to verify integrity of all joints to the satisfaction of the Engineer. This shall not be considered to be extra work and no extra costs shall be allowed therefor.

As noted in subsections 5-2.1, 5-2.2 and 5-2.3 utilities are classified and are to be handled in one of three ways by the Contractor in the course of performing the contract.

### **5-2.1 Noninterfering Utilities**

Utilities that are not abandoned by the owner and do not physically interfere with the permanent work in its final location shall be supported, protected and maintained in place by the Contractor, and the Contractor shall be solely responsible for any damage, loss or injury, or death resulting from his/her failure to do so and the Contractor shall indemnify and hold harmless the City from any and all such consequences. Noninterfering utilities may, with the permission of the owner and the Public Works Director, be relocated still farther from the permanent work in its final locations, but the Contractor shall not so consider, in submitting his bid, unless the relocation is shown on the plans.

### **5-2.2 Abandoned Utilities**

Abandoned utilities are those portions of any utility which are no longer needed or desired by the owner and whose destruction is consented to by the owner and/or is permitted by notation on the plans. Abandoned utilities which physically interfere with the permanent work or with the construction thereof shall be removed by the Contractor and the Contractor shall be solely responsible for any damage, loss or injury, or death resulting from the removal and the Contractor shall indemnify and hold harmless the City from any and all such consequences.

### **5-2.3 Interfering Utilities**

Any utility shall be deemed an interfering utility (1) which physically occupies any part of the space to be occupied by the permanent work in its final locations, or (2) whose length within the theoretical width of excavation for the permanent work exceeds five times the width of said theoretical excavation whether or not the utility physically interferes with the permanent work. Interfering utilities that are not abandoned by the owner shall be relocated so as not to interfere with the permanent work in its final location. Such relocation will be performed by the owner or the City unless otherwise shown on the plans.

The Contractor shall exercise caution to prevent damage to or movement of the utilities while constructing the permanent work along and adjacent to the utilities.

## **SECTION 6 - PROSECUTION, PROGRESS AND ACCEPTANCE OF THE WORK**

### **6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF WORK.**

**6-1.1 General.** Within ten (10) working days after the date of the CITY's execution of the Contract, the Contractor shall submit a proposed construction schedule to the Engineer for approval. The schedule shall be in accordance with 6-1.2 and 6-1.3 and shall be in sufficient detail to show chronological relationship of all activities of the Work. These include, but are not limited to: estimated starting and completion dates of various activities, submittal of shop drawings to the Engineer for approval, procurement of materials and scheduling of equipment.

Prior to issuing the Notice to Proceed, the Engineer will schedule a Pre-Construction Meeting with the Contractor to review the proposed construction schedule and delivery dates, arrange utility coordination and clarify inspection procedures.

Prior to starting any Work, the Contractor may be required to attend a Community meeting, scheduled by the Engineer, with residents directly impacted by construction operations. The meeting will address the residents' questions and concerns regarding the Work, what can be expected during construction and vehicular and pedestrian access that may be temporarily restricted during construction.

Notwithstanding any other provisions of the Contract, the Contractor shall not be obligated to perform any work and the CITY shall not be obligated to accept or pay for any work performed by the Contractor prior to delivery of a Notice to Proceed. The CITY's knowledge of work being performed prior to delivery of the Notice to Proceed shall not obligate the CITY to accept or pay for such work. The Contractor shall provide all required Contract bonds and evidences of insurance prior to commencing work at the site.

**6-1.2 Criteria.** The construction schedule shall conform to the following criteria:

- 1) The schedule shall be prepared using the latest version of Primavera, Microsoft Project or approved equal.
- 2) Work activities shall be based on the items of work per 2-6, and the following:
  - a) Contract Unit Price items shall be subdivided into those portions to be constructed during each stage or phase of construction.
  - b) Lump sum items shall be subdivided into those portions to be constructed during each stage or phase of construction.
- 3) Utility relocations in coordination with the Contractor per Section 5-4 of the Standard Provisions shall be considered as activities.
- 4) Required submittals, working and shop drawings shall be included as activities.
- 5) The procurement of construction materials and equipment with long lead times for deliveries shall be included as activities.
- 6) Work to be performed by subcontractors shall be identified and shown as work activities.
- 7) Start and completion dates of each activity shall be illustrated.
- 8) Completion of all Work under the Contract shall be within the time specified in 6-7 of these Special Provisions and in accordance with the Plans and Specifications.

**6-1.3 Requirements.** In preparing the construction schedule, the following items shall be considered:

Sequence of Construction - The Contractor shall sequence the Work in a manner to expeditiously complete the project with a minimum of inconvenience to the adjacent owners and to conform to the following:

- 1) The Contractor is required to construct this project in two (2) separate phases. Phase I shall include all improvements associated with the construction of access ramps as indicated in the plans, appendices and these specifications with the exception of the access ramps located at intersections where cross gutters are to be reconstructed, as these access ramps will be part of Phase II. For Phase II, the Contractor is allowed 20 working days to perform survey services for cross gutter improvements as stated in sub section 2-9.2.1. Upon completion of survey, the Contractor shall deliver all survey information to the City and allow the City 20 working days for cross gutter improvement design. The Contractor shall complete all work in Phase I prior to starting any work in Phase II.
- 2) Concrete removal - All concrete removed shall be hauled off the Work site no later than the calendar day following the day that the removal is performed.
- 3) PCC construction - Construction of PCC sidewalks, access ramps, curbs, gutters and cross gutters shall be formed and poured within 5 working days following removal of the existing material at any location. Any adjacent trench (i.e. 1-foot wide slot trench), required to remove and construct said PCC construction shall be restored no later than 2 calendar days following the construction of said PCC improvements. Failure by the Contractor to comply with these requirements in a timely manner may result in a liquidated damage assessed upon the Contractor. Such liquidated damage shall be determined by the Engineer and will be deducted, accordingly, from a Progress Payment due to the Contractor.
- 4) Irrigation systems - Irrigation systems disrupted by the Contractor shall not be left inoperable for more than three working days.
- 5) Subsection 307-1 regarding the ordering of materials.
- 6) All Work shall only be performed between the hours of 7:00 a.m. and 3:30 p.m. unless otherwise approved by the Engineer.
- 7) A move-in period of 10 calendar days will be allowed starting on the date in the Notice to Proceed.
- 8) **To comply with CDBG requirements, the Contractor shall complete the construction of a minimum of two-hundred and fifty (250) access ramps in Phase I and no later than May 31, 2012. Failure to complete the construction of a minimum of 250 access ramps on or before May 31, 2012 may result in a minimum penalty to the Contractor in the amount of \$2,500 per non-completed ramp. Said amount will be determined based on the amount of CDBG funds that would be at risk for non-compliance. Said penalty will be deducted from the amount due the Contractor.**

Should the Contractor fail to meet Requirements 1, 2 and 3, the Engineer reserves the right to prohibit the Contractor from making further removals until the clean up, construction, or rehabilitation of sprinklers is in conformance with the aforementioned requirements. Furthermore, if after notice is given to the Contractor to perform work to meet these requirements, and the Contractor refuses or for any reason fails to perform sufficiently to meet these schedules, CITY may perform said work and charge the Contractor for all costs incurred.

**6-1.4 Updates.** The Contractor shall submit 2 paper copies of the updated construction schedule to the Engineer on the first working day of each month.

If the Contractor decides to make a major change in the method of operations after commencing construction, or if the schedule fails to reflect the actual progress, the Contractor shall submit to the Engineer a revised construction schedule in advance of beginning revised operations.

## **6-7 TIME OF COMPLETION.**

### **6-7.1 General.**

Time shall be of the essence in the Contract. The Contractor shall begin Work after the mailing by the Engineer to the Contractor, first class mail, postage prepaid, a Notice to Proceed and shall diligently prosecute the same to completion within **one-hundred seventy (170)** working days from the start date specified in the Notice to Proceed.

## **6-8 COMPLETION, ACCEPTANCE AND WARRANTY.**

If, in the Engineer's judgment, the Work has been completed and is ready for acceptance, the Engineer will so certify and will determine the date when the Work was completed. This will be the date when the Contractor is relieved from responsibility to protect the Work. The Engineer may cause a Notice of Completion to be filed and recorded with the Los Angeles County Recorder's Office. At the Engineer's option, the Engineer may certify acceptance to the City Council who may then cause a Notice of Completion to be filed and recorded with the Los Angeles County Recorder's Office.

**6-8.1 Manufacturer's Warranties.** Manufacturer's warranties shall not relieve the Contractor of liability under these Specifications. Such warranties only shall supplement the Contractor's responsibility.

The Engineer may, at his option, require a manufacturer's warranty on any product offered for use.

**6-9 LIQUIDATED DAMAGES.** In each of the two paragraphs, substitute "\$600" in place of "\$250" as the amount of the liquidated damages per each consecutive calendar day.

## **SECTION 7 - RESPONSIBILITIES OF THE CONTRACTOR**

Add the following subsections:

### **7-2.3 Payrolls and Payroll Records**

Any certified payroll and payroll records required for this project shall be submitted, for each week in which any contract work is performed, to the Engineer. A retention of \$5,000 per report per pay period will be withheld from a progress payment for a late or missing report. A report shall be deemed as late or missing when not submitted to the Engineer within **five (5)** calendar days from the close of the pay period for which the report applies. In addition, a non-refundable deduction of \$300 per report



per day will be deducted from payments due the Contractor for each late or missing report. The \$300 non-refundable deduction per day will be incurred beginning on the first day the report is late or missing.

#### **7-2.4 Subcontractor, Section 3, and DBE Records**

At the completion of the contract if the Contractor fails to submit its Subcontractor, Section 3, and any related DBE Records to the Engineer, retention in the amount of \$10,000 per record will be withheld from a progress payment for a late or missing record. A record shall be deemed as late or missing when not submitted to the Engineer within 11 calendar days from the date established by the Engineer. In addition, a non-refundable deduction of \$300 per record per day will be deducted from payments due the Contractor for each late or missing record. The \$300 non-refundable deduction per day will be incurred beginning on the first day the record is late or missing.

**7-3 LIABILITY INSURANCE.** Replace the second sentence of the second paragraph with the following:

The Contractor must maintain at its sole expense the following insurance, which will be full coverage not subject to self-insurance provisions:

- 1) Automobile Liability, including owned, non-owned and hired vehicles, with at least the following limits of liability:
  - a). Combined single limits of \$2,000,000 per occurrence.
- 2) General Liability including coverage for premises, products and completed operations, independent contractors, personal injury and contractual obligations with combined single limits of coverage of at least \$3,000,000 per occurrence, with an annual aggregate of no less than \$5,000,000.

Add the following:

The Contractor must include all subcontractors as insureds under its policies or must furnish separate certificates and endorsements for each subcontractor.

**7-4 WORKER'S COMPENSATION INSURANCE.** Add the following after the first sentence of the second paragraph:

Worker's Compensation Insurance shall be with limits as required by the State of California and Employer's Liability with limits of \$1,000,000 per accident.

**7-5 PERMITS.** Replace the second paragraph with the following:

The Contractor shall obtain a City of Torrance Business License and a no-fee Construction Excavation Permit before commencing construction.

Full compensation for complying with the above requirements shall be considered as included in the prices bid for the appropriate items of work.

#### **7-8 PROJECT SITE MAINTENANCE.**

##### **7-8.1 Cleanup and Dust Control.**

Unless directed otherwise by the Engineer, the Contractor shall furnish and operate a self-loading motor sweeper with spray nozzles at least once each working day to keep paved areas acceptably clean to the City whenever construction, including restoration, is incomplete.

#### **7-8.5 Temporary Light, Power, and Water.**

The Contractor shall obtain a construction water meter from the CITY with payment of a deposit, refundable upon return of the meter in good working condition. The Contractor shall pay for the water used, at the CITY's current water rates. Some water mains in Torrance are owned/operated by California Water Service. For rental of a hydrant meter the contractor shall call California Water Service at (310) 257-1400.

#### **7-8.6 Water Pollution Control.**

**7-8.6.1 Best Management Practices (BMPs).** Best Management Practices shall be defined as any program, technology, process, setting criteria, operating method, measure, or device which controls, prevents, removes, or reduces pollution. The Contractor shall obtain and refer to the California Storm Water Best Management Practice Handbooks, Volume 3 Construction BMP Handbook and the Los Angeles County Department of Public Works Best Management Practices Handbook for Construction Activities. These publications are available from:

Los Angeles County  
Department of Public Works  
Cashier's Office  
900 S. Fremont Avenue  
Alhambra, CA 91803  
Telephone (626) 458-6959

The Contractor shall have a minimum of two (2) readily accessible copies of each publication on the Work site at all times.

CONSTRUCTION PRACTICES	Clearing, Grading and Excavating
	Water Conservation Practices
	Dewatering
	Paving Operations
	Structure Construction and Painting
MATERIAL MANAGEMENT	Material Delivery and Storage
	Material Use
	Spill Prevention and Control
WASTE MANAGEMENT	Solid Waste Management
	Hazardous Waste Management
	Contaminated Soil Management
	Concrete Waste Management
	Sanitary/Septic Waste Management
VEHICLE AND EQUIPMENT MANAGEMENT	Vehicle and Equipment Cleaning
	Vehicle and Equipment Fueling
	Vehicle and Equipment Maintenance

VEGETATIVE STABILIZATION	Preservation of Existing Vegetation
	Temporary Seeding and planting
	Scheduling of Planting
	Mulching
PHYSICAL STABILIZATION	Soil Stabilizer/Dust Control
	Stabilized Construction Roadway
	Stabilized Construction Entrance
RUNOFF DIVERSION	Earth Dikes, Drainage Swales, and Lined Ditches
	Top and Toe of Slope Diversion Ditches/Berms
	Slope Drains and Subsurface Drains
VELOCITY REDUCTION	Outlet Protection/Velocity Dissipation Devices
SEDIMENT TRAPPING	
	Sand Bag Barrier
	Storm Drain Inlet Protection
	Sediment Traps
	Sediment Basin

Additional BMPs may be required as a result of a change in actual field conditions, contractor activities, or construction operations. When more than one BMP is listed under each specific BMP category, the Contractor shall select the appropriate and necessary number of BMPs within each category in order to achieve the BMP objective.

BMPs for contractor activities shall be continuously implemented throughout the year. BMPs for erosion control and sedimentation shall be implemented during the period from October 15 to April 15, and whenever the National Weather Service predicts rain within 24 hours. BMPs for erosion control and sedimentation shall also be implemented prior to the commencement of any contractor activity or construction operation that may produce run-off, and whenever run-off from other sources may occur.

The CITY, as a permittee, is subject to enforcement actions by the State Water Resources Control Board, the Environmental Protection Agency and private citizens. The CITY may assess the Contractor a penalty of \$1,000 for each calendar day that the Contractor has not fully implemented the appropriate BMPs and/or is otherwise in noncompliance with these provisions. In addition, the CITY will deduct, from the final payment due the Contractor, the total amount of any fines levied on the CITY, plus legal and staff costs, as a result of the Contractor's lack of compliance with these provisions and/or less than complete implementation of the appropriate BMPs.

Full compensation for the implementation of BMPs, including the construction, removal, and the furnishing of all necessary labor, equipment, and materials, shall be considered as included in the price bid for the various items of work.

**7-8.8 Contractor's Storage Yard.** The Contractor shall be responsible for obtaining a storage yard for the duration of the Work. If the proposed location of the yard is located within the boundaries of the CITY, the Contractor shall obtain prior approval from the Engineer.

**7-8.9 Graffiti Removal.** The Contractor shall maintain the Work, all of its equipment, and all traffic control devices, including signage, free of graffiti throughout the duration of the Contract. The Contractor shall respond to any request from the Engineer to remove graffiti within 4 hours of notification. Should the Contractor fail to respond to such request, the CITY reserves the right to make other arrangements for the requested graffiti removal and deduct the cost from any monies due the Contractor.

## 7-9 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS.

Add the following paragraph:

The Contractor shall be responsible to protect all new concrete work from being etched, scratched or otherwise marked or having wet slough material deposited thereon. If new concrete work is marked, the Contractor shall replace it at its expense in accordance with 303-5.7 of these special provisions.

The Contractor shall repair or replace all existing improvements within the right-of-way and/or that were damaged or removed as a result of its operations, including but not limited to hardscape, fences, walls, signs, structures, street furniture, private lawn, parkway restorations, and restoration of irrigation systems and existing curb drains within five (5) days after the adjacent improvements have been constructed and at its own expense. The Contractor shall not delay restorations for tree plantings.

Add the following subsections:

**7-9.1 Replacement of Lawns.** When the Contract requires the removal and replacement of lawns or sod, including parkways, for access ramp, sidewalk or curb installation, the Contractor shall comply with the following minimum requirements: the area to be replanted shall be regraded and covered with two inches of an approved topsoil; the grass seed or sod shall be for grass or sod of the same type as was removed, or an approved equal, and grass shall be sown at the rate recommended by the seed distributing company; Bandini steer manure or approved equal shall be applied to the planted area at the rate recommended by the vendor. The Contractor shall water and care for replaced lawns until the grass has attained a complete cover and has been given its first cutting, unless other arrangements are made with the property owners. The lawn restoration, as above described, shall be completed prior to the final payment.

Topsoil shall be in accordance with 212-1.1.

**7-9.2 Replacement of Sprinkler Systems.** Any damaged sprinklers, as a result of access ramp, sidewalk or curb installation, shall be replaced so that the area watered by the original system will be adequately watered by the reconstructed system without undue waste of water. Overspray on any area no longer planted should be avoided, and any revised shape or layout of the remaining planted area will be adequately watered. Any additional material or work required to obtain said adequate coverage shall be furnished by the Contractor. The Contractor shall be responsible to replace any lawn or plant damaged from lack of irrigation resulting from the Contractor's operations, at its expense, to the satisfaction of the Engineer.

**7-9.3 Parkway Trees.** The Contractor shall exercise all necessary precautions so as not to damage or destroy any trees or shrubs and shall not trim or remove any trees unless such trees have been approved for trimming or removal by the Engineer to facilitate access ramp, sidewalk or curb installation. All existing trees and shrubs that need to be trimmed or are removed during construction for access ramps, sidewalk or curb installation shall be trimmed or replaced by the Contractor or a certified tree company to the satisfaction of the Engineer. Tree trimming and replacement shall be accomplished in accordance with the following requirements:

- (a) Trimming. Symmetry of the tree shall be preserved; no stubs, splits torn branches or torn roots left; clean cuts to be made close to trunk or large branch. Spikes shall not be used for climbing live trees. All cuts over one and one-half inches in diameter shall be coated with a suitable tree wound paint as approved by the Engineer. The Contractor shall immediately notify the Engineer if any tree trimming

is needed as a result of its operation. The Contractor shall adhere to City's tree trimming requirements, and perform the Work at its own expense.

- (b) Replacement. The Contractor shall notify the Engineer prior to the removal of any trees for access ramp, sidewalk or curb installation, or to provide the ADA minimum required clearance for access travel path. The Contractor shall immediately notify the Engineer if any tree is damaged by its operations. If, in the opinion of the Engineer, the damage is such that replacement is necessary, the Contractor shall replace the tree at its own expense. The tree shall be of a like variety as the tree damaged, subject to the approval of the Engineer. The size of the tree shall be the size of the tree replaced or 3" in diameter, whichever is smaller.

The final determination for the need of any tree trimming or removal will be field verified by the Engineer prior to any construction work at specified locations.

**7-9.4 Street Furniture.** The Contractor shall be responsible for removal, storage and replacement of trash receptacles, bus benches, bus enclosures, newspaper boxes, mail boxes, etc. and coordination with the Owners as required throughout construction. Replacement of the removed items shall be per the direction of the Owner or Engineer.

**7-9.5 Curb Addresses.** The Contractor shall be responsible to repaint addresses (4-inch high black numbers on white background) on curb faces when printed addresses have been removed due to curb construction.

**7-9.6 Colored Curb.** The Contractor shall be responsible to repaint concrete curb with the color "red" or other matching color, when existing colored curb has been removed for reconstruction.

## **7-10 PUBLIC CONVENIENCE AND SAFETY**

### **7-10.1 Traffic and Access.**

Vehicular access to residential driveways shall be maintained to the property line except when necessary construction precludes such access. When the Contractor begins excavation of a residential driveway, safe access shall be provided within 4 hours and not later than the end of the same workday in which excavation began.

Add the following before the last paragraph:

The Contractor shall provide the necessary measures to prevent public access to private residences during removal and replacement of existing barrier structures, such as wood and chain link fences, during non-working hours.

The Contractor shall be responsible to provide at least 48 hours written notice to each affected property before closing or partially closing any driveway or pedestrian access.

Unless the Contractor makes other arrangements satisfactory to the owners, the Contractor shall provide and maintain safe, adequate vehicular access to places of business and public gathering as stated herein below:

- (a) For each establishment (such as, but not limited to, gas stations, markets, and other "drive-in" business) on the corner of an intersection, which has a driveway (or driveways) on each intersecting street, the Contractor shall provide vehicular access

to at least one driveway on each intersecting street insofar as the access is affected by the Contractor's operations.

- (b) For each establishment (such as, but not limited to, motels, parking lots and garages) which has a one-way traffic pattern with the appropriate entrance driveway and exit driveway, the Contractor shall provide vehicular access to the entrance driveway and the exit driveway insofar as the access is affected by the Contractor's operations.
- (c) The Contractor shall provide vehicular access to all schools and parking lots including, but not limited to, apartment building parking lots.
- (d) The Contractor shall provide vehicular access to all establishments requiring such access for receiving or delivering materials or supplies.
- (e) At least two (2) days prior to starting work in any location, the Contractor shall distribute written notices to all homeowners and residents that will be impacted by the work. The City will provide the notice.
- (f) The Contractor shall provide a minimum 1-inch thick temporary asphalt surface for an access ramp or sidewalk if it is not able to install the permanent improvement within 5 working days following the removal of the existing material at any location. The offset at any transverse or longitudinal joint shall not be more than one-half (1/2) inch. On the temporary asphalt surface: the running slope shall not exceed 1:20; the cross slope shall not exceed 1:50. The Contractor shall not be allowed any additional compensation for the installation and removal of temporary asphalt.

Should any change in these requirements be necessitated by extraordinary occurrences or requirements during the execution of the Work, the Contractor shall obtain prior written approval of the Engineer.

**7-10.1.1 Traffic Control Plan.** Due to the nature of the work, a Traffic Control Plan is not required. However, the Contractor shall fully comply with the Manual on Uniform Traffic Control Devices (MUTCD) manual (latest edition) and California MUTCD latest Edition. The Contractor shall provide all signs, warning devices, barricades, channelization devices, arrow boards, lights, temporary pavement markings and flaggers, as required, and shall be responsible to install, maintain and remove same in accordance with the MUTCD manual and the Specifications. Any failure to provide or maintain any traffic control device or requirement, including those required for pedestrian access, shall be deemed a breach of contract, and the Contractor may be required to stop work until the item has been provided or corrected.

There shall be no separate payment for Traffic Control, and all costs thereof shall be included in appurtenant items of work.

**7-10.1.2 Minimum Requirements for Maintaining Traffic Flow.** The Contractor shall observe the following minimum requirements:

- a) Unless otherwise permitted by this Contract or authorized by the Engineer, all roadways, driveways, travel and turning lanes, sidewalks and access ramps shall remain open at all times.
- b) The Contractor shall provide adequate steel plating to cover and protect a newly poured PCC cross gutter with spandrels and integral curb in order to allow traffic flow

and not close a street. A minimum lane width of 14 feet shall be provided over the steel plating.

- c) At a minimum, the Contractor shall maintain one (1) eleven (11) foot-wide lane open on each local street between the hours of 7:00 a.m. and 3:30 p.m. All travel lanes shall be kept open all other times.

There shall be no separate payment for the above items, and all costs thereof shall be included in appurtenant items of work

**7-10.1.3 Temporary Pavement Markings.** If permanent pavement markings cannot be restored by the end of the work shift in which they were obliterated, temporary markings shall be provided by the Contractor prior to leaving the Work site on all streets except any street closed to through traffic. All temporary pavement markings and signs shall be maintained, or replaced as necessary by the Contractor, until permanent pavement markings are restored.

There shall be no separate payment for temporary pavement markings, and all costs thereof shall be included in appurtenant items of work.

**7-10.1.4 Temporary Pavement Markers/Delineation.** Temporary pavement delineation shall be furnished, placed, maintained and removed in accordance with the provisions of Section 12-3.01, of the Caltrans Standard Specifications. Nothing in these Special Provisions shall be construed as to reduce the minimum standards specified in the Manual of Traffic Controls published by Caltrans or as relieving the Contractor from responsibility as provided in 7-10 of these Special Provisions.

Whenever the work causes obliteration of pavement markers and/or delineation, the Contractor shall set in place temporary pavement markers/delineation prior to opening the traveled way to traffic. All pavement markers/delineation, including but not limited to lane lines, centerlines, directional arrows, pavement legends, etc, shall be provided at all times for traveled ways open to traffic.

All work necessary to establish temporary pavement markers/delineation shall be performed by the Contractor. Surfaces on which temporary pavement delineation is to be applied shall be cleaned of all dirt and loose material and shall be dry when the pavement delineation is applied. Temporary pavement markers/delineation shall not be applied over existing pavement delineation or other temporary pavement delineation.

Temporary pavement markers/delineation shall be maintained until replaced with permanent pavement markers/delineation. Temporary pavement delineation shall be removed when 1) it conflicts with the permanent pavement delineation; 2) a new traffic pattern is established or 3) as determined by the Engineer.

Temporary pavement delineation shall consist of temporary reflective raised pavement markers placed on lane lines and centerlines at longitudinal intervals of not more than 24 feet apart. Temporary reflective raised markers shall be the same color as the lane line or centerline the markers replace. Temporary reflective raised pavement markers shall be, at the option of the Contractor, one of the following or approved equal:

Flex-O-Lite Raised Construction Marker (RCM), manufactured by Flex-O-Lite, Lukens Company, P.O. Box 4366, St. Louis, MO 63123-0166, Telephone (800) 325-9525.

Temporary reflective raised pavement markers shall be placed as directed by the Engineer. Temporary reflective raised pavement markers shall be applied to the pavement surface with the adhesive in accordance with the manufacturer's instructions. Epoxy adhesive shall not be used to

apply temporary reflective raised pavement markers in areas where the pavement will not be removed.

Temporary lane line or centerline delineation consisting of temporary reflective raised pavement markers placed on longitudinal intervals of not more than twenty-four (24) feet, shall be used on lanes opened to public traffic for a maximum of fourteen (14) days. Prior to the end of the fourteen (14) days the planned permanent pavement delineation, except permanent pavement markers, shall be placed. If the planned permanent pavement delineation, exclusive of permanent pavement markers, is not placed within fourteen (14) days, the Contractor shall provide, at its expense, additional temporary pavement delineation as directed by the Engineer. The additional temporary pavement delineation to be provided shall be equivalent to the pattern specified for the permanent traffic lines as determined by the Engineer.

There shall be no separate payment for temporary pavement delineation, and all costs thereof shall be included in appurtenant items of work.

**7-10.1.5 Temporary "No Parking" Signs.** The Contractor is responsible to post "Temporary No Parking" signs at least forty-eight (48) hours in advance of the first date of work and the required enforcement. If work is to begin on either a Monday or Tuesday, the Contractor shall post the signs on a Friday. Each sign must include text indicating the beginning and end dates and the hours in effect. "Tow-Away" and "No Parking" must be shown on each sign face. If it is required to temporarily restrict parking 24 hours/day then "Tow-Away" and "No Parking Anytime" must be shown on each sign face. The signs shall be mounted on either 1" x 2" X 3' high wood stakes, Type II barricades, or 39-inch high delineators. Signs shall be spaced at approximately 100' intervals on the effected side(s) of the street. Signs shall not be posted on trees, traffic signal poles, utility poles, street lights, or any other street furniture.

Signs shall be professionally made of moisture-resistant, heavy duty cardboard or other approved material. All signs shall be maintained by the Contractor and kept free of graffiti. Any sign that becomes illegible or is removed shall be replaced within twenty-four (24) hours. The Contractor shall only be permitted to restrict parking for the minimum time necessary to complete on-going work. The Contractor shall be responsible to remove and repost "Temporary No Parking" signs when work will be delayed for more than five (5) consecutive days, or if the work must go beyond the end date shown on the signs, or otherwise directed by the Engineer.

The Contractor shall obtain approval for the signs and the placement thereof from the Engineer. Immediately after this approval and posting, the Contractor shall notify Torrance Police Department, Traffic Division, at (310) 618-5557 for review and enforcement. The parking restriction cannot be enforced until the signs have been in place 48 hours and the Police notified.

The Contractor shall maintain said signs through the day of work, and shall remove all of said signs on or within one (1) calendar day of the completion of work within the restricted parking area.

If, in the event a street scheduled for slurry or cape sealing was missed, the Contractor shall immediately remove all "No Parking" signs and notify all residents and others previously notified, with printed notices, that due to unforeseen circumstances, the Contractor was not able to seal the street as previously notified, that the street will be rescheduled in approximately 1 to 2 weeks, and that they will be re-notified. The Contractor shall, on the job site prior to the start of each day's work, have an adequate supply of approved letters of notification to residents for missed streets.

There shall be no separate payment for furnishing, placing, maintaining and removing temporary signs and all costs thereof shall be included in appurtenant items of work.



### 7-10.3 Street Closures, Detours, Barricades.

Street Closures are not allowed for this Contract.

**7-10.3.1 Temporary Steel Plates.** When backfilling operations of an excavation in the traveled way, whether transverse or longitudinal cannot be properly complete within a work day, steel plate bridging with a non-skid surface and shoring may be required to preserve unobstructed traffic flow. In such cases, the following conditions shall apply:

1. Steel plate used for bridging shall extend a minimum of 12-inches beyond the edges of the trench.
2. Steel plate bridging shall be installed to operate with minimum noise.
3. The trench shall be adequately shored to support the bridging and traffic loads
4. Temporary paving with cold asphalt concrete shall be used to feather the edges of the plates, if plate installation by Method (2) described below, is used.
5. Bridging shall be secured against displacement by using adjustable cleats, shims, or other devices.

Steel plate bridging and shoring shall be installed using the following Method:

Approach plate(s) and ending plate (if longitudinal placement) shall be attached to the roadway by a minimum of two (2) dowels pre-drilled into the corners of the plate and drilled 2-inches into the pavement. Subsequent plates are butted to each other. Fine grade asphalt concrete shall be compacted to form ramps, maximum slope of 8.5% with a minimum 12- inches taper to cover all edges of the steel plates. When steel plates are removed, the dowel holes in the pavement shall be backfilled with either graded fines of asphalt concrete mix, concrete slurry or an equivalent slurry that is satisfactory to the City and/or Caltrans.

The Contractor shall be responsible for maintenance of the steel plates, shoring and asphalt concrete ramps.

The following table shows the advisory minimal thickness of steel plate bridging required for a given trench width (A-36 grade steel, designed for HS20-44 truck loading).

<u>Trench Width</u>	<u>Minimum Plate Thickness</u>
10"	1/2"
1'-11"	3/4"
2'-7"	7/8"
3'-5"	1"
5'-3"	1 1/4"

For spans greater the 5'-3" a structural design shall be prepared by a California registered civil engineer.

All steel plates within the right-of-way whether used in or out of the travel way shall be without deformation. Steel plates shall be non-skid. Advanced signs shall be required for steel plates within traveled ways (Type P per the Watch Manual or a Rough Road sign (W33) per Caltrans requirements).

## **SECTION 9 - MEASUREMENT AND PAYMENT**

### **9-1 MEASUREMENT AND PAYMENT.**

#### **9-1.2.1 Payment for Labor and Materials.**

The Contractor shall pay and cause the subcontractors to pay any and all accounts for labor, including Worker's Compensation premiums, State Unemployment and Federal Social Security payments and all other wage and salary deductions required by law. The Contractor also shall pay and cause the subcontractors to pay any and all accounts for services, equipment and materials used by it and the subcontractors during the performance of work under this contract. All such accounts shall be paid as they become due and payable. If requested by the Engineer, the Contractor shall immediately furnish the City with proof of payment of such accounts.

#### **9-1.2.2 Measurement and Payment**

Payment of each item will include full compensation for furnishing all labor, materials, tools, equipment and backup equipment; transportation and technical competence for performing all work necessary to complete each item as indicated on the plans and as specified in these Contract Documents, including but not limited to obtaining all applicable certifications necessary for specialty personnel and major equipment in conformance with Subsection 7-5, and all other applicable permits; securing a storage yard to store all equipment and materials to be used on the job, disposal of waste materials, restoration of the site, etc. The storage yard may also be used as a temporary storage for excavated materials, and traffic control items. No separate payment will be made for mobilization and demobilization. Costs for mobilization/demobilization shall be included in the unit prices bid for each work item.

### **9-2 LUMP SUM WORK.**

The Contractor shall, within five (5) working days of receipt of a request from the Engineer, submit a complete breakdown of lump sum bid prices showing the value assigned to each part of the work, including an allowance for profit and overhead. In submitting the breakdown, the Contractor certifies that it is not unbalanced and that the value assigned to each part of the work represents its estimate of the actual cost, including profit and overhead, of performing that part of the work. The breakdown shall be sufficiently detailed to permit its use by the Engineer as one of the bases for evaluating requests for payment. No extra costs shall be allowed for providing these breakdowns.

### **9-3 PAYMENT.**

#### **9-3.2 Partial and Final Payment.**

For each progress estimate, 10 percent will be deducted and retained by the CITY, and the remainder less the amount of all previous payments will be paid. In addition, 125% of the amount of outstanding "Stop Notices" shall be withheld.

The Contractor shall submit all requests for payment on a Progress Payment Invoice to be provided by the CITY.

Prior to submittal of said invoice, all items for which payment is requested shall be checked and approved in writing by the Engineer. No payments will be made unless all back-up data is submitted with the payment request and the Progress Payment Invoice is signed by both Contractor and Engineer.

**9-3.4 Mobilization.** Replace the entire subsection with the following:

Mobilization shall include the provisions of the Construction Schedule, Best Management Practices and Storm Water Pollution Prevention Plan; Emergency Response Plan; site review; obtaining all permits, insurance, and bonds; moving onto the site all plant and equipment; furnishing and erecting plants, and other construction facilities, and removal of same at completion of the Work; and other work, all as required for the proper performance and completion of the Work.

Mobilization shall include, but not be limited to, the following items:

- (a) Submittal and modification, as required, of the Construction Schedule.
- (b) Moving on to the site of all Contractor's plant and equipment required for the first month's operations.
- (c) Installing temporary construction power and wiring.
- (d) Developing construction water supply.
- (e) Providing on-site sanitary facilities and portable water facilities, as required.
- (f) Arranging for and erection of Contractor's work and any storage yard.
- (g) Submittal of all required insurance certificates and bonds, including subcontractors.
- (h) Obtaining all required permits.
- (i) Posting all OSHA required notices and establishment of safety programs.
- (j) Potholing and other research and review as necessary to verify site conditions and utility locations
- (k) Having the Contractor's Superintendent present at the job site full-time.
- (l) Demobilization, removal, cleanup, and restoration, including the removal of USA and/or other painted markings on concrete or asphalt surfaces.

There shall be no separate payment for Mobilization. Payment for such costs shall be considered as included in the other items of work.

**9-4 CLAIMS.**

The Contractor shall not be entitled to the payment of any additional compensation for any cause, including any act, or failure to act, by the CITY, or the happening of any event, thing or occurrence, unless the Contractor shall have given the CITY due written notice of potential claim as hereinafter specified.

The written notice of potential claim shall set forth the reasons for which the Contractor believes additional compensation will or may be due, the nature of the costs involved, and, insofar as possible, the amount of the potential claim. Said notice shall be submitted on a form approved by the CITY at least forty-eight (48) hours (two working days) in advance of performing said work, unless the work is of an emergency nature, in which case the Contractor shall notify and obtain approval from the

Engineer prior to commencing the work. The Engineer may require the Contractor to delay construction involving the claim, but no other work shall be delayed, and the Contractor shall not be allowed additional costs for any said delay but may be allowed an extension of time if the Engineer agrees that the work delayed is a controlling element of the Construction Schedule. The Contractor shall be required to submit any supporting data (or a detailed written explanation justifying further delay) within five (5) work days of a request from the Engineer and shall be responsible for all costs associated with any delays resulting from late and/or incomplete submittals. By submitting a Bid, the Contractor hereby agrees that this subsection shall supersede 6-6.3 and 6-6.4 of the Standard Specifications.

It is the intention of this subsection that differences between the parties arising under and by virtue of the Contract be brought to the attention of the Engineer at the earliest possible time in order that such matters may be settled, if possible, or other appropriate action promptly taken. The Contractor hereby agrees that it shall have no right to additional compensation for any claim that may be based on any such act, failure to act, event, thing or occurrence for which no written notice of potential claim as herein required was timely filed.

## **PART 2 - CONSTRUCTION MATERIALS**

### **SECTION 200 – ROCK MATERIALS**

#### **200-2 UNTREATED BASE MATERIALS**

##### **200-2.1 General.**

Untreated base for pavement, curb, gutter, cross gutters, hardscape and other improvements shall be Crushed Miscellaneous Base conforming to 200-2.4.

Add the following:

##### **201-3.4 Type “A” Sealant (Two-Part Polyurethane Sealant)**

Concrete joints and cracks shall be removed of any weeds, materials and/or old joint material, cleaned and filled with Type “A” sealant per Section 201-3.4.

Payment to remove, clean and install Grey Concrete Type “A” Joint Sealant shall be at the Contract Allowance for “CROSS GUTTER CONCRETE PATCHING” and shall include all cleaning and removal of all old joint material, installing primer and the sealant and include full compensation for all labor, equipment and materials per these specifications. The Contractor shall be responsible to protect all new concrete work from being etched, scratched or otherwise marked following replacement thereof. If new concrete work is marked, the Contractor shall replace it at its expense and no extra costs will be allowed.

### **SECTION 203 – BITUMINOUS MATERIALS**

#### **203-6 ASPHALT CONCRETE**

##### **203-6.1 General.**

Asphalt concrete shall be Type Class C2-PG-64-10 for the trench restoration adjacent to new curbs, curbs/gutters and cross gutters and the same for all asphalt concrete repairs associated with bid item #6 REMOVE EXISTING PAVEMENT AND CONSTRUCT 4" AC PAVEMENT OVER 4" CMB.

### **SECTION 210 – PAINT AND PROTECTIVE COATINGS**

#### **210-1 PAINT**

##### **210-1.6 Paint for Traffic Striping, Pavement Marking, and Curb Marking**

###### **210-1.6.1. General.**

All permanent striping and pavement markings shall be hot applied alkyd thermoplastic in accordance with the provisions of Section 84-2.02 of the Caltrans Standard Specifications.

###### **210-1.6.2. Thermoplastic Paint, State Specifications.**

Thermoplastic traffic stripes and pavement markings shall conform to the provisions of Section 84 of the Caltrans Standard Specifications. Contractor shall paint a solid black stripe between all double

thermoplastic striping.

## **SECTION 212 – LANDSCAPE AND IRRIGATION MATERIALS**

### **212-1 LANDSCAPE MATERIALS.**

All work specified in this section shall conform to the applicable requirements of ANSI Standard Z60.1-1980, "Nursery Stock," and to the rules and grading provisions adopted by the American Association of Nurserymen, Inc.

#### **212-1.1 Topsoil.**

##### **212-1.1.1 General.**

Unless otherwise specified on the Plans or required by the Engineer, topsoil shall be Class "C" in accordance with the requirements of 212-1.1.4. Imported soil, if required, shall be Class "A" topsoil in accordance with the requirements of 212-1.1.2.

The Contractor shall provide an Agricultural Soil Suitability Report for topsoil to be furnished, and the requirements for fertilization and amendments as specified herein may be modified as necessary by the Engineer prior to start of the work of this section.

##### **212-1.2.3 Commercial Fertilizer.**

Commercial Fertilizer shall be 12-12-12 (N-P-K.) Slow release tablets, if used, shall be 12-12-12 (N-P-K).

## **SECTION 214 – PAVEMENT MARKERS**

Delete the entire Section 214 and replace with Section 85 of the Caltrans Standard Specifications (latest edition).

### **85-1.05 Reflective Pavement Markers**

#### **85-1.055 Adhesives.**

At the option of the Contractor, a hot melt bituminous adhesive may be used to cement the markers to the pavement, instead of the Rapid Set Type or Standard Set Type adhesive specified in Section 85-1.06 of the Caltrans Standard Specifications. The bituminous adhesive material, if used, shall conform to the following:

<b><u>ASTM Test Specification</u></b>	<b><u>Method</u></b>	<b><u>Requirement</u></b>
Flash Point, COC °F	D 92	550 Min.
Softening Point, °F	D 36	200 Min.
Brookfield Viscosity, 400° F	D 2196 7,500 cP	3,000-
Penetration, 100g 5 sec.,		

77° F	D 5	10-20 dmm
Filler Content, % by weight (Insoluble in 1,1,1 Trichloroethane)	D 2371	50-75

## **PART 3 - CONSTRUCTION METHODS**

### **SECTION 300 – EARTHWORK**

#### **300-1 CLEARING AND GRUBBING.**

##### **300-1.3 Removal and Disposal of Materials.**

###### **300-1.3.1 General.** Replace the entire subsection with the following:

Unless otherwise stated on the Plans or Specifications, all material removed from the Work shall become the property of the Contractor and shall be disposed of in a lawful manner. Removals shall include, but not limited to, all excess excavation material, trees and plants, debris, interfering portions of curb, gutters, asphalt and PCC concrete pavements and sidewalks (including base, where applicable), and miscellaneous items as shown on the Plans. The Contractor shall conform to the following requirements:

- 1) The Contractor shall not start any removal work unless it is prepared to perform reconstruction work within 24 hours of the time removals were begun, unless otherwise approved by the Engineer.
- 2) The Contractor shall complete forming and pouring of PCC construction within five (5) working days following the removal of existing material at any location.
- 3) The Contractor shall not remove on-site improvements until it is prepared to construct the adjacent street section and shall promptly restore all such improvements as applicable, upon completion of the adjacent street work.

**All concrete removed shall be hauled off the Work site no later than the calendar day following the day that the removal is performed.**

The limits for curb, curb and gutter, access ramps, cross gutters and sidewalk are not shown on the plans. The actual removal and/or construction limits shall be as directed by the Engineer in the field. Prior to making removals, the Contractor shall verify, with the Engineer, the limits of removals, locations of joins, to establish smooth joins and to ensure proper drainage.

In order to protect the public streets from deterioration due to hauling of materials, the Contractor shall submit, prior to the Pre-Construction Meeting, for approval a proposed route for hauling of materials for disposal. Upon approval, the Contractor shall strictly adhere to that route, unless written permission from the Engineer is obtained to change the route.

###### **300-1.3.2 Requirements.** Modify the following in subparagraph (a):

- a) **Bituminous Pavement.** Replace the second sentence of the subparagraph with the following: Bituminous pavement shall be removed to neatly sawed edges.



Add the following subparagraphs (d) and (e):

d) **Trees.** The City maintains a tree conservation policy. Unless otherwise shown, all trees are to be protected in place. Demolition and destruction of trees and tree parts, including trunks, branches and foliage, shall be limited to tree removals as shown on the Plans or addressed in these special provisions. Root pruning and removals shall be limited to the minimum required to construct new improvements where trees are to be conserved.

The Engineer shall place a visible removable "tag" on each tree proposed to be removed at least five (5) work days and no earlier than ten (10) work days prior to removal. Said "tag" is intended to give adjacent residents proof of trees to be removed or saved. Tags shall be on the sidewalk side of trees and located at least five feet (5') above ground.

The Contractor shall remove only trees that have been marked by the Engineer for removal. Trees shall be removed in a workmanlike manner so as not to injure other standing trees, plants, and improvements which are to be preserved.

Stumps shall be ground down three feet (3') below ground surface within five (5) feet of the center of the stump. All surface roots shall be removed within the parkway.

The Contractor shall conform to the following requirements:

- 1) The cutting down or removal of trees is prohibited after the prescribed working hours unless permission is granted by the Engineer.
- 2) All debris from pruning or removing a tree shall be cleaned up and hauled away from the Work site on the same day that the tree is cut or pruned. Firewood-size logs may be left neatly piled for residents to pick up for no longer than three (3) days.
- 3) All holes created from removal of tree stumps shall be backfilled and graded to finish level by the end of the workday.
- 4) Sprinkler systems disrupted by the Contractor shall be capped or restored by the end of the workday. Capped systems shall be restored to original working condition within three (3) days.

e) **Signs Removals and Relocations (Outside Access Ramp, Sidewalk or Curb Limits).** This work shall include all necessary removals and relocations of signs outside the limits of Access Ramp, Sidewalk or Curb, as directed by the Engineer, and as necessary to complete the improvements.

### **300-1.3.3 Construction and Demolition Debris Recycling.**

**General.** Consistent with the Agency's efforts to comply with the California Integrated Waste Management Act of 1989 (AB 939), the Contractor shall reduce, reuse, and/or recycle to the maximum extent feasible, the construction and demolition debris (debris) generated by this Contract hereby diverting the debris from disposal facilities, saving landfill space, and conserving virgin materials and natural resources.

## Definitions.

**"Construction and Demolition Debris or Debris"** means materials resulting from building, construction or demolition-related activities such as excavation, grading, land clearing, renovation, repair, road work and site cleanup and are considered solid waste pursuant to Section 40191 of the California Public Resources Code. The materials include, but are not limited to, asphalt, brick, cardboard, carpet, cinder block, concrete, concrete with reinforcement bars, drywall, excavated materials, fixtures and fittings, glass, gravel, green waste, metal, mixed rubble, packaging materials, paper, plastics, porcelain, road work materials, roofing materials, rock, sand, site clearance materials, soil, trees, tree stumps and other vegetative matter, stones and wood waste.

**"Deconstruction"** means the process of carefully dismantling a structure, piece by piece prior to or instead of conventional demolition, to maximize the recovery of building materials for reuse and/or recycling.

**"Delivery Site"** means recycling facility as defined in Subsection E.14 and recycling or reuse site as defined in Subsection E.15 or any place, including a transfer station as defined in Subsection E.20 where the debris is delivered for the sole purpose of reuse and/or recycling in a manner acceptable to the Director/Designee.

**"Disposal"** means the process of disposing of debris at a Disposal Facility.

**"Disposal Facility"** means a Landfill or any location where the debris is taken for Transformation as defined.

**"Generation"** means the quantity of debris produced by the Work before the debris is reused and/or recycled.

**"Green Waste"** means all vegetative cuttings, shrubs, stumps, logs, brush, tree trimmings, grass, and related materials which have been separated from other solid waste.

**"Landfill"** means a solid waste disposal facility that accepts solid waste for land disposal and is operating under a current Solid Waste Facility Permit issued by a local enforcement agency as defined in Section 40130 of the California Public Resources Code and concurred upon by the California Integrated Waste Management Board.

**"Recyclable"** means material that still has useful physical or chemical properties after serving its original purpose and that can be reused or re-manufactured into additional products.

**"Recycle or Recycling"** means the process of collecting, sorting, cleansing, treating, and reconstituting materials that would otherwise become solid waste and returning them to the economic mainstream in the form of raw materials for new, reused, or reconstituted products which meet the quality standards necessary to be used in the marketplace, and in a manner acceptable to the Agency. "Recycle" or "Recycling" does not include Transformation.

**"Recycling Facility"** means any facility (except a transformation facility) whose principal function is to receive, store, convert, separate, or transfer recyclable materials for processing.

**"Recycling or Reuse Site"** means any place other than a recycling facility acceptable to the Agency for recycling and/or reuse of debris.

**"Reduce"** means any action which causes a net reduction in the generation and/or disposal of solid waste.

**"Reuse"** means the use, in the form as it was produced, and in a manner acceptable to the Agency of materials which might otherwise be discarded into a Disposal Facility.

**"Site Clearance Material"** means materials such as trees, brush, earth, mixed concrete, rubble, sand, steel, extraneous paper, plastics, and other waste materials generated from site clearance.

**"Source Separation"** means the segregation, by the generator, of materials designated for separate collection for materials recovery or special handling.

**"Transfer Station"** means a facility utilized to receive solid wastes and to temporarily store, separate, convert, or otherwise process the materials in the solid wastes, and/or to transfer the solid wastes directly from smaller to larger vehicles or railroad trains for transport.

**"Transformation"** means incineration, pyrolysis, distillation, gasification, or biological conversion other than composting.

**"Wood Waste"** means solid waste consisting of wood pieces or particles which are generated from the manufacturing or production of wood products, harvesting, processing or storage of raw wood materials, or construction or demolition activities.

## **RECYCLING SUMMARY.**

The Contractor shall prepare and submit a Recycling Summary report using the form included as Appendix IV summarizing the disposal, reuse, and/or recycling activities which occurred throughout the Contract duration. This report shall be submitted by the Contractor to the Agency, before or with its request for the final Progress Payment for said Contract.

Failure of the Contractor to submit the Recycling Summary within the time specified will result in damages being sustained by the Agency. Such damages are, and will continue to be, impracticable and extremely difficult to determine. For failure to submit the Recycling Summary, as required, the Contractor shall pay to the Agency, or have withheld from monies due it, the sum of \$10,000 for a contract of \$500,000 or more. The Contractor shall pay to the Agency, or have withheld from monies due it, 2% of the total contract amount for a contract of \$499,999 or less.

Execution of the Contract shall constitute agreement by the Agency and Contractor that \$10,000 (2% for contracts \$499,999 or less) is the minimum value of the costs and actual damage caused by the failure of the Contractor to submit the Recycling Summary within the time specified. Such sum is liquidated damages and shall not be construed as a penalty, and may be deducted from payments due the Contractor.

## **PAYMENT.**

The cost of construction and demolition debris recycling and completing the Recycling Summary report shall be considered as included in the Contract Unit Price for the various Bid items. The quantities reported will be used for information gathering purposes and not for purposes of payment to the Contractor.

### **300-1.4 Payment.**

When the Contract does not include a pay item for clearing and grubbing, payment under this section shall be by the following:

- a) **Bituminous Pavement.** There shall be no separate payment for removal of bituminous pavement, and all costs related thereto shall be considered as included in the Contract Unit Prices for the items of work for which the removal is required.

- c) **Concrete Curb, Walk, Gutters, Cross-Gutters, Driveways and Alley Intersections.** Payment for removal and disposal of concrete cross-gutters, shall be included in the Contract Price for the appurtenant items of work and shall include sawcutting, complete removal of adjacent pavement and subgrade (within 1-foot of the proposed gutter), underlying subgrade and base, disposal, subgrade preparation and compaction, disposal, and all labor and equipment necessary to complete the required removal.

Payment for removal and disposal of concrete curb, curb and gutter, sidewalk, access ramps and driveways shall be included in the Contract Unit Price for the appurtenant items of work. Removals shall include sawcutting, complete removal of adjacent pavement and subgrade (within 1-foot of gutter) root pruning, complete removal of underlying subgrade and base, subgrade preparation and compaction, disposal, and all labor and equipment necessary to complete the required removal.

- d) **Trees.** Payment for "TREE REMOVAL" shall be per the Contract Unit Price and shall include full compensation for tree removal and root pruning to a depth of 3 feet below existing grade, excavation, backfilling tree wells, import, if required; placing of top soil and disposal of tree, and no further compensation shall be allowed.

Payment for "TREE OR PLANT TRIMMING AND/OR ROOT PRUNING", as directed by the Engineer, shall be per Contract Allowance Price and no further compensation shall be allowed.

- e) **Signs Removals and Relocations (Outside Access Ramp, Sidewalk or Curb Limits).** Payment for "SIGNS REMOVALS AND RELOCATIONS" outside Access ramp, Sidewalk or Curb limits installation shall be per the Contract Unit Price, and shall include full compensation for removing and installing the existing sign(s) and post, excavation, backfill, disposing of surplus material and all other appurtenant work.

- f) **Painted Curb Removal, Restoration and New Paint.** There is no separate payment for removal and restoration of paint on concrete curb within work limits. Full compensation for furnishing all labor materials, tools, equipment and incidentals as shown on the plans and specified in these Special Provisions shall be included in the contract unit price for appurtenant items of work. For new paint outside work limits, full compensation shall be included in Contract Unit Price for "New Painted Curb".

## **SECTION 301 – TREATED SOIL, SUBGRADE PREPARATION, AND PLACEMENT OF BASE MATERIALS**

### **301-1 SUBGRAGE PREPARATION.**

#### **301-1.6 Adjustment of Manhole Frame and Cover Sets to Grade.** Add the following:

Contractor shall adjust utility frame and cover to finish grade upon completion of access ramp, curb, curb and gutter, cross gutter and/or sidewalk construction. For water valves, the work shall include but will not be limited to coordination with the Engineer for adjustments of water valves, excavating

down to one (1) foot above the valve as directed by the Engineer, protection of all valves and ensuring valve lids are not sealed during concrete forming, and for doing final valve adjustment.

**301-1.7 Payment.** Payment for adjusting frames and covers to grade under bid item "ADJUST UTILITY COVER TO GRADE" shall be per the Contract Unit price and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, necessary to complete the Work.

Payment for adjusting manhole frame and cover to finish grade shall be under bid item "MANHOLE FRAME ADJUSTMENT" and shall be per the Contract Unit price and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, necessary to complete the Work.

### **301-2 UNTREATED BASE.**

#### **301-2.1 General.**

Base is required under all PCC and AC improvements. Additional base may be required after review of work areas following removals. Prior to constructing new improvements, the Contractor shall verify with the Engineer that the base sections are adequate. Payment for any changes shall be made pursuant to Section 3-2.

- A minimum of 8-inches CMB shall be placed under curb, curb and gutter, cross gutters and spandrels.
- A minimum of 6-inches CMB shall be placed under driveways (includes portion to right-of way/property line), and AC or PCC pavement on private property as part of driveway reconstruction.
- A minimum of 4-inches CMB shall be placed under sidewalks and curb access ramps.

#### **301-2.4. Measurement and Payment.**

Payment for construction of CMB under curb, curb and gutter, driveways, sidewalks, access ramps, AC pavement, cross gutters and spandrels shall be considered as included in the unit price bid for the item of work and no additional compensation will be allowed therefore.

## **SECTION 302 – ROADWAY SURFACING**

### **302-5 ASPHALT CONCRETE PAVEMENT.**

#### **302-5.9 Measurement and Payment (Asphalt Concrete Pavement).**

There shall be no separate payment for the one (1) foot wide asphalt concrete trench to be constructed adjacent to concrete curbs, gutters, cross-gutters, and spandrels; all costs related thereto shall be included in the Contract Unit Prices for those items of work which required the removal and reconstruction of asphalt concrete pavement. There shall be no separate payment for preparing the subgrade, applying tack coat, installing headers or constructing temporary pavement.

Payment for "REMOVE EXISTING PAVEMENT AND CONSTRUCT 4" AC PAVEMENT OVER 4" CMB" shall be per the Contract Unit Price and shall include sawcutting, removal and disposal of existing materials, subgrade preparation, CMB, tack coat, asphalt concrete material, protection, testing, traffic control and all other work necessary to construct the work complete in place. This pay item shall only be for AC pavement in excess of that required for slot patching of curbs, gutters, and PCC pavement (such slot patching is included as an incidental cost of other bid items).

AC pavement shall provide adequate drainage and match existing conditions.

## **SECTION 303 – CONCRETE AND MASONRY CONSTRUCTION**

### **303-5 CONCRETE CURBS, WALKS, GUTTERS, CROSS GUTTERS, ALLEY INTERSECTIONS, ACCESS RAMPS, AND DRIVEWAYS.**

#### **303-5.1 Requirements.**

##### **303-5.1.1 General.**

Concrete curbs, gutters, curb and gutters, sidewalks, walks, cross gutters, access ramps, and driveways shall be constructed of Portland cement concrete of the class, compressive strength and other requirements prescribed in 201-1.

Unless otherwise specified on the Plans, and except as otherwise prescribed in 303-5.1.3 under the heading "Driveway Entrances," the minimum thickness of walks shall be 3-1/2 inches.

#### **303-5.5. Finishing**

##### **303-5.5.2 Curb**

Unless otherwise approved by the Engineer, the entire affected concrete curb, gutter, cross-gutter, or spandrel portion shall be removed by sawcutting the adjacent AC pavement one (1) foot from the edge of the affected area to be removed. Where applicable, the contractor shall reconstruct this one (1) foot wide section with a 2-inch thick section of AC pavement (C2-PG-64-10) on a 4-inch thick section of 2-sack cement and sand slurry mix on an 8-inch thick section of untreated Base. If the affected curb and gutter is located in a spandrel, the spandrel shall be sawcut six inches (6") minimum from the flow line of the gutter and the spandrel reconstructed to match the existing spandrel portion to remain and be on 8 inches of untreated Base.

##### **303-5.5.5. Alley Intersections, Access Ramps, and Driveways.**

Unless otherwise approved by the Engineer, the entire affected curb and gutter portion shall be removed by sawcutting the adjacent AC pavement one (1) foot from the edge of the PCC gutter. Where applicable, the contractor shall reconstruct this one (1) foot wide section with a 2-inch thick section of AC pavement (C2-PG-64-10) on a 4-inch thick section of 2-sack cement and sand slurry mix on an 8-inch thick section of untreated Base. If the affected curb and gutter is located in a spandrel, the spandrel shall be sawcut six inches (6") minimum from the flow line of the gutter and the spandrel reconstructed to match the existing spandrel portion to remain and be on 8 inches of untreated Base. No extra payment will be allowed for the PCC spandrel construction.

Cross gutters shall be removed by sawcutting the adjacent AC pavement one (1) foot from edge of the proposed PCC cross gutter. Where applicable, the Contractor shall reconstruct this one (1) foot section with a 2-inch thick section of AC pavement (C2-PG-64-10) on a 4 inch thick section of 2-sack cement and sand slurry mix on an 8-inch thick section of CMB.

PCC Access Ramps shall be constructed at locations shown on the Plans and per Standard Plans included in these specifications. All ramps are to be located at the midpoint of the curb return unless otherwise approved by the Engineer. The Contractor shall be responsible to establish elevations and grades as required to conform to all legal requirements. PCC Access Ramps shall be constructed at locations shown on the Plans.

Access ramps constructed in existing curb returns may obliterate survey tie points. The Contractor shall give a minimum of three (3) work days advance notice of each location to the Engineer prior to removals so the Engineer may address and/or direct re-establishment of the existing survey tie points.

**Detectable Warning Surface.** Access ramps, where specified in these specifications, shall have a prefabricated detectable warning surface with dimensions of 36-inches by 48-inches installed in accordance with the State of California's 2002 Revised Dual Units STD. Plan A88A and comply with the requirements of the Americans with Disabilities Act (ADA). Detectable warnings shall consist of raised truncated domes with a base diameter of nominal 0.9 in (23 mm), a height of nominal 0.2 in (5 mm) and a center-to-center spacing of nominal 2.35 in (60 mm).

The detectable warning surface shall be the 1/8-inch thick Surface Applied Panel System with Beveled Edges. The color of the detectable warning surface shall be Gray. The detectable warning system is to be manufactured with materials that are fully recyclable. The detectable warning surface shall be installed in accordance with the manufacturer's recommendations and instructions. The manufacturer shall provide a 5-year warranty, guaranteeing replacement when there is a defect in the dome shape, color fastness, sound-on-cane acoustic quality, resilience or attachment. The warranty period shall begin on the date of acceptance of the Contract.

Driveways shall have a concrete thickness of 4 inches for single family residences and 6 inches for all other areas.

### **303-5.7 Repairs and Replacements.**

The Contractor shall be responsible to protect all new concrete work from being etched, scratched or otherwise marked following replacement thereof. If new concrete work is marked, the Contractor shall replace it at its expense and no extra costs will be allowed.

### **303-5.9 Measurement and Payment.**

Payment for concrete curb or curb and gutter (excluding integral curb and curb/gutter associated with driveways and cross-gutters) and transitions shall include all all labor, work and materials necessary to construct joints and keyways, sawcutting, removal and disposal of existing materials, root pruning, subgrade preparation, Base, formwork, concrete material, curing, protection, testing, traffic control, reconstruction of adjacent 1' wide AC pavement, protection of existing trees, parkway restoration, repainting of addresses on curb faces where painted addresses have been removed due to new curb construction and repainting of red curb (top and face) where red curb has been removed due to new curb construction and shall be per the Contract Unit Price per linear foot for "REMOVE PCC CURB OR CURB & GUTTER (HEIGHT AND WIDTH VARIES) OUTSIDE LIMITS OF CURB ACCESS RAMP" and "CONSTRUCT PCC CURB OR CURB & GUTTER PER SPPWC STD. 120-2 [TYPE: A1-150(6); A1-200(8); A2-150(6) OR A2-200(8)] OVER 8" CMB, INCLUDING RESTORATION OF 1-FOOT WIDE SLOT PATCH. MATCH EXISTING CURB HEIGHT AND GUTTER WIDTH."

Payment for concrete sidewalk shall include all joints as shown in standard plans and construction details and shall include all labor, work and materials, sawcutting, removal and disposal of existing materials, root pruning, subgrade preparation, Base, formwork, concrete material, curing, protection, testing, traffic control, adjustments to match existing improvements, backfill, sign removal and relocation, landscape restoration and all other work necessary to construct the work complete in place and shall be per the Contract Unit Price per square foot for "REMOVE EXISTING SIDEWALK AND CONSTRUCT 3.5"-THICK PCC SIDEWALK OVER 4" CMB, OUTSIDE LIMITS OF CURB ACCESS RAMP."

Payment for 8" PCC cross-gutter over 8" CMB and spandrels, and integral curbs along spandrels shall include all joints and keyways as shown in standard plans and construction details and appendices in these specifications, and shall include all labor, work and materials, sawcutting, removal and disposal of existing materials, subgrade preparation, CMB, formwork, concrete material, curing, protection, testing, protection of existing trees, parkway restoration, repainting of addresses on curb faces where painted addresses have been removed due to new curb construction, repainting of red curb (top and face) where red curb has been removed due to new curb construction, traffic control, and reconstruction of adjacent one (1) foot wide AC pavement, adjustments to match existing improvements and all other work necessary to construct the work in place and shall be per the Contract Unit Price listed for each location in the bid schedule and per SPPWC 122-2 or #123-2" Cross Gutter and pavement shall provide adequate flow and match existing conditions.

Payment for repainting of any STOP bars and legends or other pavement markings shall include full compensation for furnishing all labor, materials and incidentals, and for doing all the work involved in furnishing and placing pavement markings, complete in place, including adhesives and establishing alignment for pavement markers and shall be included in the Contract Allowance Price for "PAVEMENT MARKINGS REMOVAL AND REPLACEMENT"

Payment for access ramps with integral retaining curb at back of walk shall be per the Contract Unit Price for "REMOVE EXISTING CORNER RADIUS CURB OR CURB & GUTTER (HEIGHT/WIDTH VARIES) AND SIDEWALK. CONSTRUCT NEW CORNER PCC CURB OR CURB & GUTTER PER SPPWC STD. 120-2 [TYPE: A1-150(6); A1-200(8); A2-150(6) OR A2-200(8)] OVER 8" CMB AND 3.5" THICK CURB ACCESS RAMP ON 4" CMB, INCLUDING RESTORATION OF 1-FOOT WIDE SLOT PATCH. CURB RAMP IS NOT MONOLITHIC WITH CURB OR CURB & GUTTER" and shall include sawcutting, removal and disposal of existing materials, subgrade preparation, installation of crushed miscellaneous base, formwork, concrete material, curing, protection, testing, sign removal and relocation, traffic control, adjustments to match existing improvements and all other work necessary to construct the work complete in place. New sidewalk shall match existing sidewalk finish and pattern as directed. Integral retaining curbs shall be constructed at the back and sides of curb ramps as necessary to match existing landscape grades. Retaining curbs shall be included in this bid item.

Payment for furnishing and installing detectable warning surfaces will be made at the Contract Unit Price for "FURNISH AND INSTALL 36" X 48" DETECTABLE WARNING SURFACE AT ACCESS RAMP" and includes all labor, materials and equipment listed in the manufacturer's instructions/installation procedure.

## **SECTION 308 – LANDSCAPE AND IRRIGATION INSTALLATION**

### **308-2 EARTHWORK AND TOPSOIL PLACEMENT.**

#### **308-2.1 General.**

The landscape restoration work shall not begin until all other trades have repaired all areas of settlement, erosion, rutting, etc., and the soils have been re-established, recompacted and refinished to final grades. The Engineer shall be notified of all areas where the landscape work is prevented from being executed.

Surface drainage shall be provided by modeling the surfaces to facilitate the natural run-off of water. Low spots and pockets shall be filled with topsoil and graded to drain properly.



### **308-2.4 Finish Grading.**

The finish grade below adjacent paving, curbs or headers shall be one inch in lawn areas and three inches in shrub or groundcover areas.

## **SECTION 310 - PAINTING**

### **310-5 PAINTING VARIOUS SURFACES.**

**310-5.6 Painting Traffic Striping, Pavement Markings and Curb Markings.** Delete the entire subsection 310-5.6 and replace with Sections 84-1 and 84-2 of the Caltrans Standard Specifications.

Add the following:

The Contractor shall paint red curb markings (top and face of curb) at any location of which it was removed due to the work associated with this contract.

When street addresses painted on curb faces have been eliminated due to work associated with this contract, each street address shall be restored by painting on the face of new curb. Background shall be white in color and address numbers shall be black in color and 4 inches in height.

Existing paint markings on curbs shall be removed prior to applying the new paint markings for red curb and street addresses.

**84-2.06 Payment.** Replace the entire subsection with the following:

Payment for RED curb markings and streets addresses on curb faces within limits of curb ramps shall be considered as included in the unit price bid for the appurtenant items of work and no additional compensation will be allowed therefore. For new curb painting required outside limits of new curb ramps, full compensation shall be included in Contract Unit Price for "NEW PAINTED CURB" per section 300-1.4.

## **PART 4 – SPECIAL CASE RAMPS**

### **227<sup>TH</sup> ST & KENT**

Payment for access ramps at this location, as shown in Details A and C, Appendix V shall be per the Contract Unit Price for "REMOVE EXISTING CORNER RADIUS CURB OR CURB & GUTTER (HEIGHT/WIDTH VARIES) AND SIDEWALK. CONSTRUCT NEW CORNER PCC CURB OR CURB & GUTTER PER SPPWC STD. 120-2 [TYPE: A1-150(6); A1-200(8); A2-150(6) OR A2-200(8)] OVER 8" CMB AND 3.5" THICK CURB ACCESS RAMP ON 4" CMB, INCLUDING RESTORATION OF 1-FOOT WIDE SLOT PATCH. CURB RAMP IS NOT MONOLITHIC WITH CURB OR CURB & GUTTER" and shall include sawcutting, removal and disposal of existing materials, subgrade preparation, installation of crushed miscellaneous base, formwork, concrete material, curing, protection, testing, sign removal and relocation, traffic control, adjustments to match existing improvements and all other work necessary to construct the work complete in place. New sidewalk shall match existing sidewalk finish and pattern as directed. Integral retaining curbs shall be constructed at the back and sides of curb ramps as necessary to match existing landscape grades. Retaining curbs shall be included in this bid item.

Payment for concrete sidewalk located on 227<sup>th</sup> & Kent NW Corner, as shown in Detail B, Appendix V shall include all joints as shown in standard plans and construction details and shall include all labor, work and materials, sawcutting, removal and disposal of existing materials, root pruning, subgrade preparation, Base, formwork, concrete material, curing, protection, testing, traffic control, adjustments to match existing improvements, backfill, sign removal and relocation, landscape restoration and all other work necessary to construct the work complete in place and shall be per the Contract Unit Price per square foot for "REMOVE EXISTING SIDEWALK AND CONSTRUCT 3.5"-THICK PCC SIDEWALK OVER 4" CMB, OUTSIDE LIMITS OF CURB ACCESS RAMP."

## **APPENDIX I**

### **CITY OF TORRANCE PERMIT AND BUSINESS LICENSE**



City of Torrance, Community Development Department

## Permit Application Form

3031 TORRANCE BLVD. • TORRANCE, CA 90503

### OWNER/APPLICANT INFORMATION

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State: \_\_\_\_\_  
Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_

Evacuation permits will not be issued without  
USA I.D. number.

Underground Service Alert  
Call 1-800/227-2600

USA I.D.#: \_\_\_\_\_

### CONTRACTOR INFORMATION ON FILE

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

State License #: \_\_\_\_\_

Class: \_\_\_\_\_ Exp. Date: \_\_\_\_\_

City Business#: \_\_\_\_\_

Workers Comp. #: \_\_\_\_\_

Exp. Date: \_\_\_\_\_

### JOB LOCATION/ADDRESS

(or closest street address)

Please list cross streets: \_\_\_\_\_  
\_\_\_\_\_

### DESCRIPTION OF WORK

\_\_\_\_\_  
\_\_\_\_\_

Lin/Ft Trench \_\_\_\_\_ Width of Trench \_\_\_\_\_ Lin/Ft Curb & Gutter \_\_\_\_\_

Lin/Ft Bore \_\_\_\_\_ Sewer Connection \_\_\_\_\_ Number of Curb Drains \_\_\_\_\_

Sq/Ft Asphalt \_\_\_\_\_ Sq/Ft Concrete \_\_\_\_\_ Sq/Ft Dirt \_\_\_\_\_

Work Order Number (for utility companies): \_\_\_\_\_

Applicant or Authorized Signature: \_\_\_\_\_

For further permit information, please call 310/618-5898 or Fax 310/618-2846.

## Contractor Qualification List

Curb/Gutter .....	A(General Engineering) C8(Concrete Contractor)	Sewer Mainline .....	A(General Engineering) C34(Pipeline Contractor) C42(Sanitation Contractor)
Driveways .....	A(General Engineering) C8(Concrete Contractor)	Storm Drains .....	A(General Engineering) C34(Pipeline Contractor) C42(Sanitation Contractor)
Sidewalks .....	A(General Engineering) B(General Building) C8(Concrete Contractor)	U/G Utilities.....	A (General Engineering) (Water, Gas or Oil) C34 (Pipeline Contractor)
Street/Alley .....	A(General Engineering) C8(Concrete Contractor) C12(Earth and Paving Contractor)	U/G Electrical .....	A (General Engineering) C8 (Concrete Contractor) C12 (Earth and Paving Contractors)
Sewer Lateral.....	A (General Engineering) C34(Pipeline Contractor) C42(Sanitation Contractor)		

## Contractor Qualification List

- 1) FOR INSPECTIONS 24 hour notice is required, before, during, and after construction. Call 310-618-5898, 7:30 AM – 5:30 PM, to SCHEDULE AN INSEPCION.
- 2) Provide TRAFFIC CONTROL per the "CITY OF TORRANCE CONSTRUCTION TRAFFIC CONTROL PROCEDURES." Street closures shall be per City of Torrance Standard T603. Major street lane closures between 8:30 AM – 3:30 PM only. ONE STANDARD ARROWBOARD REQUIRED FOR EACH LANE CLOSURE.
- 3) Permitt is not valid until two working days after notifying DIG-ALERT of project. USA # \_\_\_\_\_
- 4) Do not remove any trees or shrubs without approval of Torrance Tree Supervisor (310-781-6900).
- 5) Contractor will be billed for overtime inspection services. OVERTIME REQUESTS must be submitted for approval 24 hrs in advance.
- 6) Construction site CLEANUP and GRAFFITI removal must be completed prior to finaling of this permit. The work site shall be kept in a well maintained condition. Signage shall be free of graffiti, replaced if bent, vandalized or displays loss of reflectivity. Any graffiti on construction signs must be removed or replaced within 24 hours of notification.
- 7) Any street striping, crosswalk, raised reflective pavement marker or pavement markings damaged by this construction shall be replaced to the satisfaction of the Torrance Public Works Department (310-781-6900).
- 8) THIS PERMIT WILL BE REVOKED if any pollutant is released into or allowed to remain in any component of the city drainage system.
- 9) Trench backfill and pavement repairs shall be per City of Torrance Standard T116.
- 10) Any irrigation system components damaged by this construction shall be replaced to the satisfaction of Park Services (310-618-2930).
- 11) All survey monuments in the project area MUST be located and tied out and a Corner Record filed prior to the start of construction. Also, all destroyed monuments must be replaced prior to receiving final inspection.
- 12) It is the responsibility of the contractor to REPLACE any PAVEMENT removed by this construction.
- 13) The City of Torrance is held harmless from the results of any action or accidents caused by the permittee, his employees, or equipment in the performance of the work described or covered in this permit. Validation of this permit SHALL NOT be held to permit or to be an approval of the violation of any applicable provision of the City Code covering this work, or any other provisions of the City of Torrance Code. In the granting of a Construction & Excavation permit, the Community Development Director may impose such conditions thereon, in addition to those otherwise provided herein, as are reasonably necessary to prevent the proposed operations from being conducted in such a manner as to constitute or create a HAZARD TO LIFE or property or be detrimental to property.

**NOTICE  
CITY OF TORRANCE  
COMMUNITY DEVELOPMENT DEPARTMENT/  
ENGINEERING DIVISION  
NEW INSURANCE REGULATIONS**

The City of Torrance Community Development Department/Engineering Division will be requiring proof of liability insurance from each contractor applying for a Construction & Excavation permit to work in the public right-of-way or in a public easement beginning October 1, 2001. Insurance shall cover contractor and vehicles used in the construction. The attached requirements dated September 20, 2001 will detail the insurance limits.

**All insurance certificates shall have an additional clause that states:** *"The City of Torrance, the City Council and each member thereof, members of boards and commissions, every officer, agent, official, employee and volunteer"* as additional insured.

Contractors should bring in proof of insurance at the time of application for permit. For major companies that are self-insured, a letter stating this fact and signed by an officer of the firm will be acceptable. Annual insurance may also be kept on file for contractors working periodically within the City of Torrance.

If you have any questions, please contact the Engineering Division Permit Counter at 310-618-5898.

JEFFERY W. GIBSON  
Community Development Director  
City of Torrance

**EFFECTIVE 8/11/03**

8/11/03

CITY OF TORRANCE  
COMMUNITY DEVELOPMENT DEPARTMENT/  
ENGINEERING DIVISION

PERMIT APPLICATION FORM  
INSURANCE REQUIREMENTS

Any entity performing work on City streets, right-of-way, and property must comply with the following requirements.

1. TYPE OF INSURANCE

Any entity performing work must maintain at their sole expense the following insurance, which shall be full coverage not subject to self-insurance provisions.

- General Liability including coverage for premises, products and completed operations, underground hazards, independent contractors, personal injury and contractual obligations with combined single limits of at least \$1,000,000 per occurrence.
- Automobile Liability, including owned, non-owned and hired vehicles, with at least the following limits of liability:
  - Primary Bodily Injury with limits of at least \$500,000 per person, \$1,000,000 per occurrence AND; Primary Property Damage with limits of at least \$500,000 per occurrence, OR
  - Combined single limits of at least \$1,000,000 per occurrence.
- Workers' Compensation with limits as required by the State of California and Employer's Liability with limits of at least \$1,000,000.

2. CERTIFICATES

- Certificates or an attached endorsement must be provided that contains the following provisions:
  - The City of Torrance, the City Council and each member thereof, members of boards and commissions, every officer, agent, official, employee and volunteer must be named as additional insured under the automobile and general liability policies.
  - The insurance policies required by this clause shall contain a provision that no termination, cancellation or change of coverage can be made without 30 days written notice to the City.

3. FILING REQUIREMENTS

- Certificates of insurance and/or endorsements must be provided to the Community Development Department, Permits and Records Section, 3031 Torrance Blvd., Torrance, CA 90503, prior to the issuance of the permit.

4. ADDITIONAL REQUIREMENT

- Insurance required of any entity performing work will be satisfactory only if issued by companies rated "B+" or better in the most recent edition of Best's Key Rating Guide, and only if they are of a financial category of a VII or better, unless these requirements are modified or waived by the City's Risk Manager.



FOR OFFICIAL USE ONLY

1 LICENSE NO

2 CATEGORY NO

HOME OCCUPATION HEALTH PERMIT N A C S CODE

City of Torrance, Revenue Division

Business License Application

3031 Torrance Boulevard, Torrance, California 90503 • 310/618-5828

PART I. APPLICANT TO ANSWER ALL QUESTIONS IN THIS SECTION (print or type)

3 BUSINESS NAME OR DBA		4 CORPORATE NAME (IF DIFFERENT FROM ABOVE)	
5 BUSINESS ADDRESS		CITY	STATE
6 MAILING ADDRESS		CITY	STATE
7 NATURE OF BUSINESS (state type of business being conducted at this location)		8 NO. OF PERSONS WORKING AT LOCATION	9 BUSINESS PHONE
10 NAME OF PERSON MAKING APPLICATION (must be an owner, partner or corporate officer)		11 TITLE	12 HOME PHONE
13 RESIDENCE ADDRESS		CITY	STATE
14 DRIVER'S LICENSE NO		15 STATE SALES TAX NO	
16 STATE CONTRACTOR'S LICENSE NO		17 SQUARE FOOTAGE	18 SOCIAL SECURITY NO
19 FEDERAL TAX ID#		20 STATE TAX ID#	
21 OWNERSHIP INFORMATION			

<input type="checkbox"/> PARTNERSHIP	<input type="checkbox"/> CORPORATION	<input type="checkbox"/> SOLE OWNERSHIP
NAMES OF OWNER, PARTNERS, OR PRINCIPAL OFFICERS	TITLE	HOME ADDRESS
		HOME PHONE

I declare that I am the owner, partner, corporate officer or person with the power of attorney, and understand that the information provided above is not the true business license being applied for may be revoked as outlined in section 31.9.10 of the Torrance Municipal Code.	
I am duly authorized to make this application. All of the information provided in this application is true and correct. The business is not providing any service, good or product which is illegal under Federal, State, or Local Laws. I declare under penalty of perjury that the foregoing is true and correct.	

SIGNATURE	DATE
-----------	------

PART II. FOR OFFICIAL USE ONLY

BASIC FEE	APPLICATION SENT FOR ZONING?	PROCESSING FEE	FREELANCE FEE	OTHER
	<input type="checkbox"/> YES <input type="checkbox"/> NO			
PER PERSON FEE	OTHER (continued)			
PENALTY FEE	HOLD	YES	NO	ENT FEE
RECEIVED BY	DATE	CHECK NO	BANK NO	CASH
				TOTAL AMOUNT \$



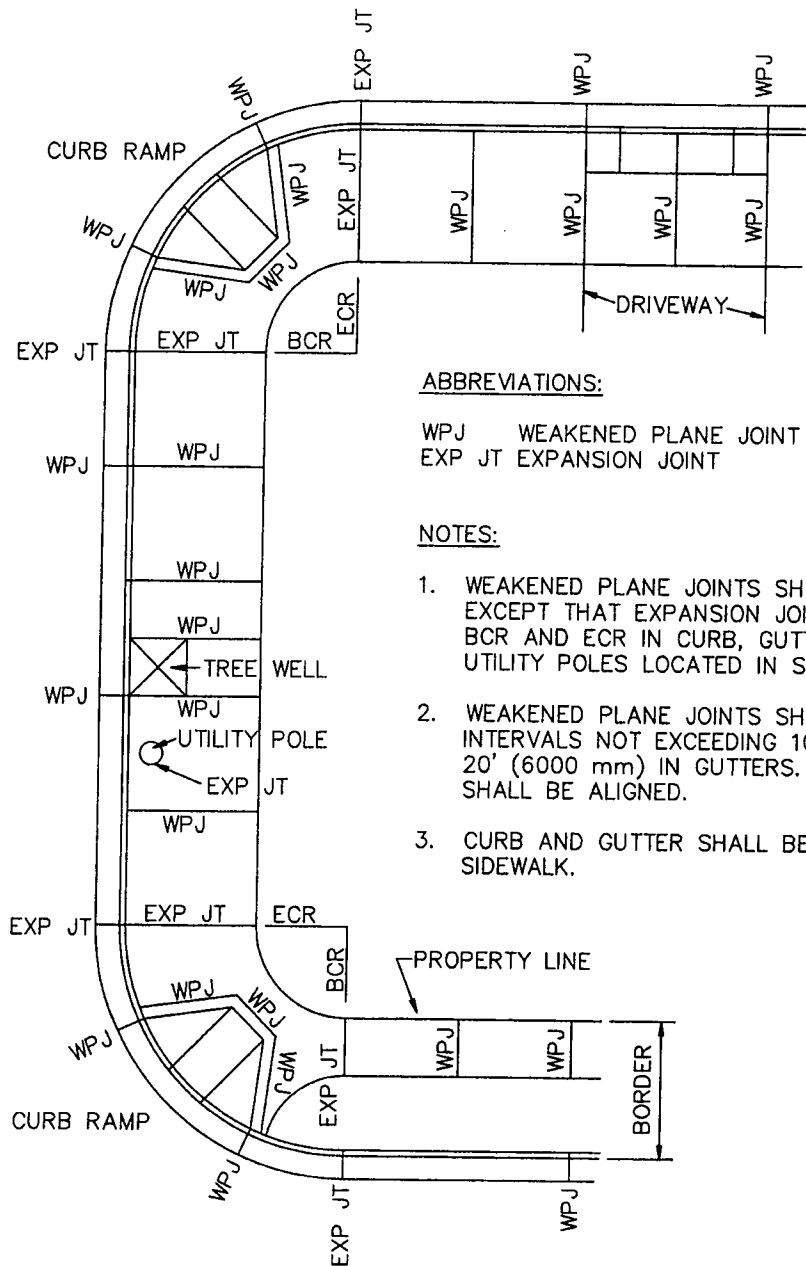
**APPENDIX II**

***(NOT USED)***

**APPENDIX III**

**STANDARD PLANS  
AND  
DETECTABLE WARNING SURFACE**





**ABBREVIATIONS:**

WPJ WEAKENED PLANE JOINT      BCR BEGINNING OF CURB RETURN  
 EXP JT EXPANSION JOINT      ECR END OF CURB RETURN

**NOTES:**

1. WEAKENED PLANE JOINTS SHALL BE USED FOR ALL JOINTS, EXCEPT THAT EXPANSION JOINTS SHALL BE PLACED AT THE BCR AND ECR IN CURB, GUTTER AND SIDEWALK, AND AROUND UTILITY POLES LOCATED IN SIDEWALK AREAS.
2. WEAKENED PLANE JOINTS SHALL BE CONSTRUCTED AT REGULAR INTERVALS NOT EXCEEDING 10' (3000 mm) IN WALKS AND 20' (6000 mm) IN GUTTERS. JOINTS IN CURB AND WALK SHALL BE ALIGNED.
3. CURB AND GUTTER SHALL BE CONSTRUCTED SEPARATELY FROM SIDEWALK.

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

PROMULGATED BY THE  
 PUBLIC WORKS STANDARDS INC.  
 GREENBOOK COMMITTEE  
 1984  
 REV. 1986, 2009

**CURB AND SIDEWALK JOINTS**

USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

STANDARD PLAN

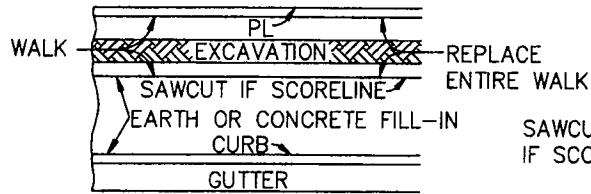
**112-2**

SHEET 1 OF 1

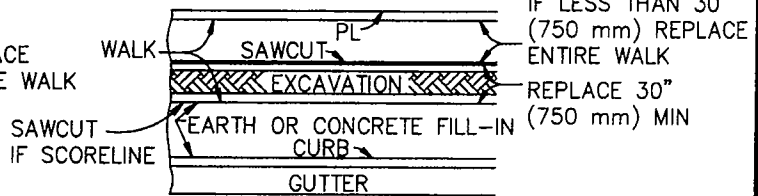
## WALK OR FILL-IN REPLACEMENT FOR EXCAVATIONS MADE PARALLEL TO CURB OR PROPERTY LINE

### WALK ADJACENT TO PROPERTY LINE

WALK LESS THAN 5' (1500 mm) WIDE

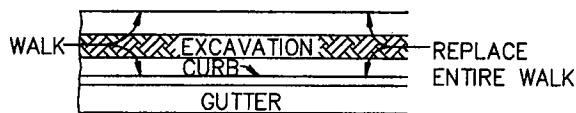


WALK 5' (1500 mm) WIDE OR MORE

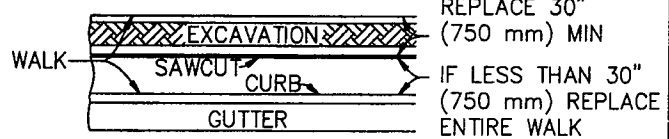


### WALK ADJACENT TO CURB

WALK LESS THAN 5' (1500 mm) WIDE

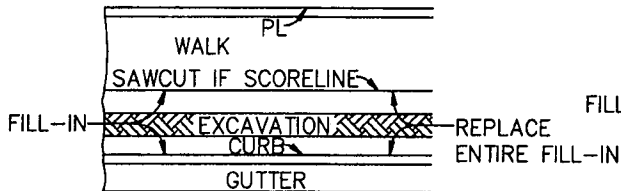


WALK 5' (1500 mm) WIDE OR MORE

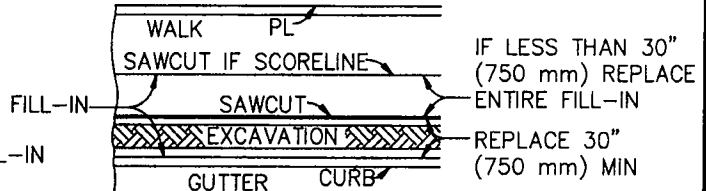


### FILL-IN REPLACEMENT

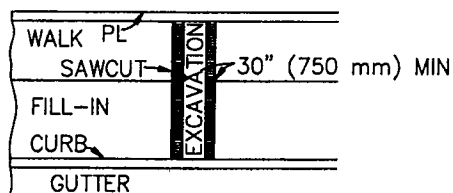
FILL-IN LESS THAN 5' (1500 mm) WIDE



FILL-IN 5' (1500 mm) WIDE OR MORE



## WALK OR FILL-IN REPLACEMENT FOR EXCAVATIONS MADE NORMAL TO CURB OR PROPERTY LINE



THESE REQUIREMENTS ALSO APPLY TO ENDS OF PARALLEL EXCAVATIONS.

IF AN EXCAVATION FALLS WITHIN 30" (750 mm) OF AN EXPANSION JOINT, CONSTRUCTION JOINT, WEAKENED PLANE JOINT, OR EDGE, THE CONCRETE SHALL BE REMOVED AND REPLACED TO THE JOINT OR EDGE.

IF AN EXCAVATION FALLS WITHIN 12" (300 mm) OF A SCORELINE, THE CONCRETE SHALL BE REMOVED AND REPLACED TO THE SCORELINE. THE SCORELINE SHALL BE SAWCUT BEFORE CONCRETE REMOVAL. THE MINIMUM LENGTH OF REPLACEMENT IN BOTH CASES SHALL BE 30" (750 mm).

### STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

PROMULGATED BY THE  
PUBLIC WORKS STANDARDS INC.  
GREENBOOK COMMITTEE  
1993  
REV. 1998, 2009

## SIDEWALK & DRIVEWAY REPLACEMENT

USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

STANDARD PLAN

# 113-2

SHEET 1 OF 2

## NOTES

1. CONCRETE WALK, FILL-IN AND DRIVEWAYS REMOVED IN CONNECTION WITH CONSTRUCTION SHALL BE REPLACED TO NEATLY SAWED EDGES. ALL CUTS SHALL BE PARALLEL TO OR PERPENDICULAR TO THE CURB; ON CURVES, THE CUT SHALL BE RADIAL TO THE CURB.
2. DRIVEWAY APRONS IN WHICH THE "W" DISTANCE IS LESS THAN 11' (3300 mm) SHALL BE REPLACED IN THEIR ENTIRETY IF CUT IN ANY AREA.
3. DRIVEWAY APRONS IN WHICH THE "W" DISTANCE IS 11' (3300 mm) OR MORE MAY BE CUT WITHIN THE "W" SECTION. THE MINIMUM REPLACEMENT SHALL BE 30" (750 mm) IN LENGTH. THE MINIMUM DISTANCE ALLOWED BETWEEN SUCH CUTS SHALL BE 14' (4200 mm).
4. DRIVEWAY APRONS IN WHICH THE "W" DISTANCE IS 11' (3300 mm) OR MORE MAY BE CUT IN THE "X" OR "R" SECTION. REPLACEMENT SHALL BE THE ENTIRE "X" OR "R" SECTION.
5. DRIVEWAY APRONS SHALL BE REPLACED FROM THE BACK OF THE CURB TO THE FRONT EDGE OF THE WALK, EXCEPT, WHERE WALK IS ADJACENT TO CURB, REPLACEMENT SHALL BE FROM BACK OF CURB TO BACK OF WALK.
6. WALK PORTIONS OF DRIVEWAYS SHALL BE REPLACED AS SHOWN ABOVE FOR EXCAVATIONS MADE PARALLEL OR NORMAL TO CURB.
7. REPLACEMENT OF THE "X" OR "R" SECTION SHALL MATCH EXISTING CONSTRUCTION.

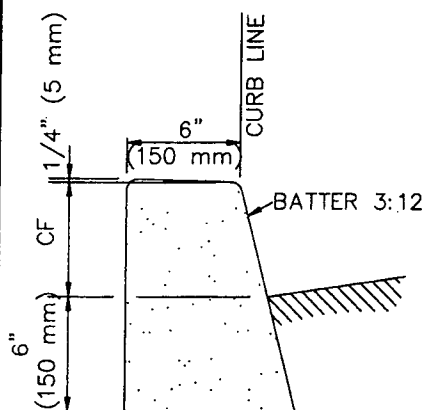
STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

**SIDEWALK & DRIVEWAY REPLACEMENT**

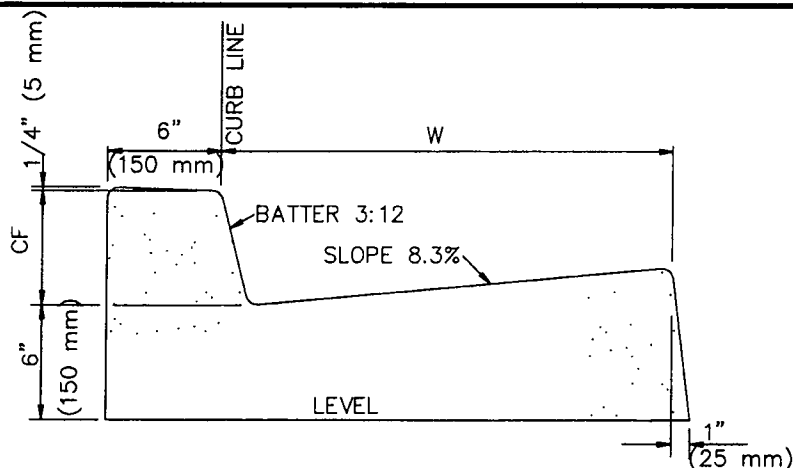
STANDARD PLAN

**113-2**

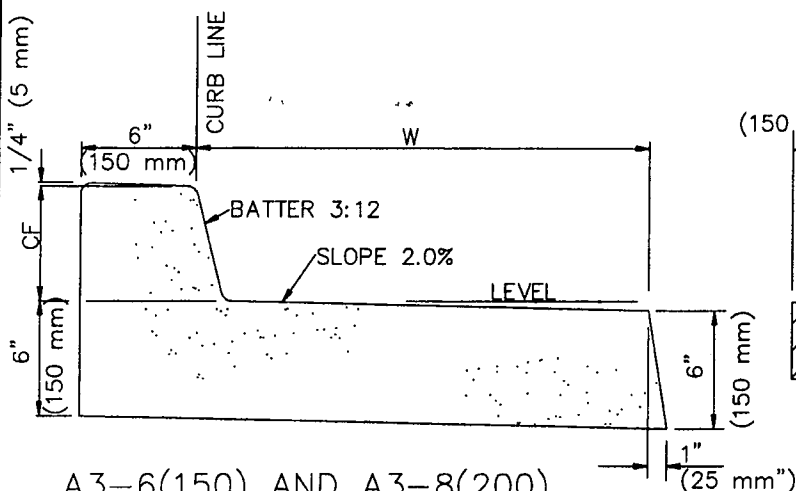
SHEET 2 OF 2



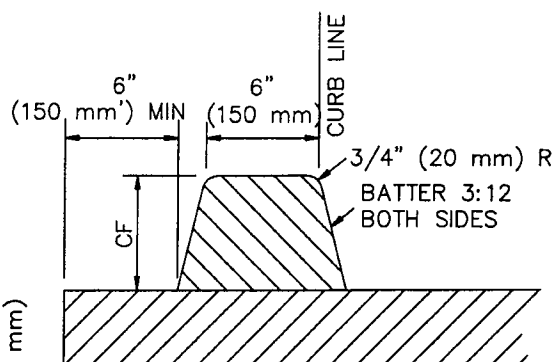
A1-6(150) AND  
A1-8(200)



A2-6(150) AND A2-8(200)



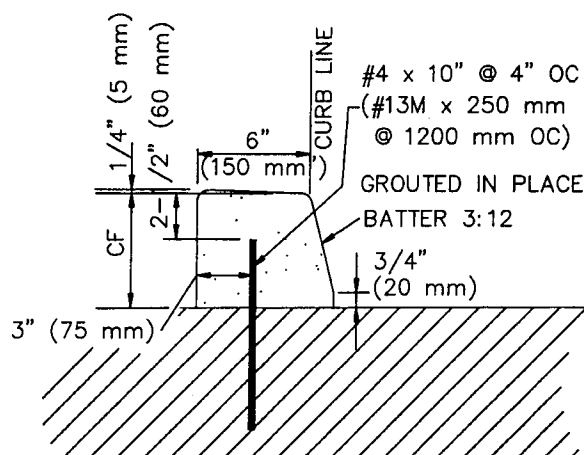
A3-6(150) AND A3-8(200)



D1-6(150) AND  
D1-8(200)

NOTES:

1. THE LAST NUMBER IN THE DESIGNATION IS THE CURB FACE (CF) HEIGHT, INCHES (mm).
2. GUTTER WIDTH, W, IS 24" (600 mm) UNLESS OTHERWISE SPECIFIED.
3. TYPES A1, A2, A3 AND C1 SHALL BE CONSTRUCTED FROM PCC.
4. TYPE D1 CURB SHALL BE CONSTRUCTED FROM ASPHALT CONCRETE.
5. TYPE C1 CURB SHALL BE ANCHORED WITH STEEL DOWELS AS SHOWN OR WITH AN EPOXY APPROVED BY THE ENGINEER.
6. ALL EXPOSED CORNERS ON PCC CURBS AND GUTTERS SHALL BE ROUNDED WITH A 1/2" (15 mm) RADIUS.



C1-6(150) AND C1-8(200)

STANDARD PLAN FOR PUBLIC WORKS CONSTRUCTION

PROMULGATED BY THE  
PUBLIC WORKS STANDARDS INC.  
GREENBOOK COMMITTEE  
1984  
REV. 1996, 2009

**CURB AND GUTTER - BARRIER**

USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

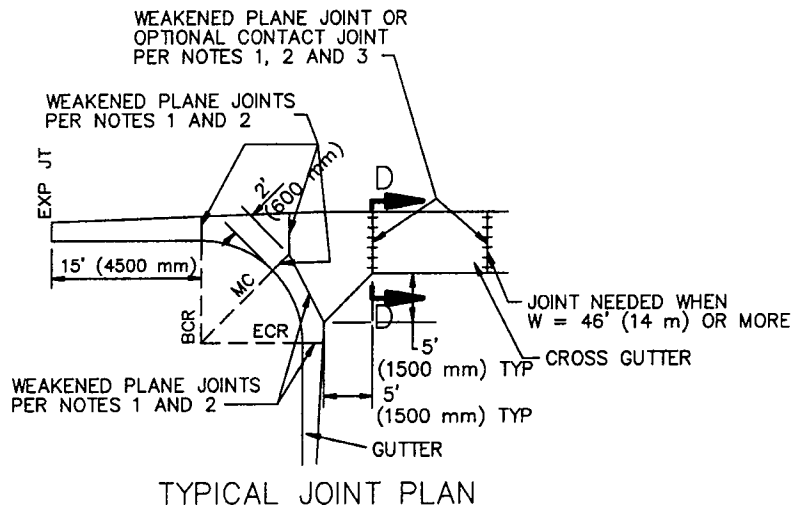
STANDARD PLAN

**120-2**

SHEET 1 OF 1







NOTES:

1. WEAKENED PLANE AND/OR CONTACT JOINTS SHALL BE PLACED IN CURB AND GUTTER AT LOCATIONS SHOWN ON THE TYPICAL JOINT PLAN HEREON.
2. WEAKENED PLANE JOINTS SHALL BE PLASTIC CONTROL JOINTS OR 1-1/2" (40 mm) DEEP SAW CUTS. CONCRETE SAWING SHALL TAKE PLACE WITHIN 24 HOURS AFTER CONCRETE IS PLACED.
3. DOWELS FOR CONTACT JOINTS SHALL BE #4 BARS 18" LONG (#13M BARS 450 mm LONG).
4. PLACE A WEAKENED PLANE OR CONTACT JOINT WHERE LONGITUDINAL ALLEY GUTTER JOINS CONCRETE ALLEY INTERSECTION.
5. ALL EXPOSED CORNERS ON PCC GUTTERS SHALL BE ROUNDED WITH 1/2" (15 mm) RADIUS.
6. CONCRETE SHALL BE INTEGRAL WITH CURB UNLESS OTHERWISE SPECIFIED.

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

**CROSS AND LONGITUDINAL GUTTERS**

STANDARD PLAN

**122-2**

SHEET 2 OF 2



NOTES:

1. WEAKENED PLANE JOINTS SHALL BE PLASTIC CONTROL JOINTS OR 1-1/2" (35 mm) DEEP SAW CUTS. CONCRETE SAWING SHALL TAKE PLACE WITHIN 24 HOURS AFTER CONCRETE IS PLACED.
2. DOWELS FOR CONTACT JOINTS SHALL BE #4 BARS 18" LONG (#13M BARS 450 mm LONG).
3. ALL EXPOSED CORNERS SHALL BE ROUNDED WITH 1/2" (15 mm) RADIUS.
4. CONCRETE SHALL BE INTEGRAL WITH CURB UNLESS OTHERWISE SPECIFIED.

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

**CROSS GUTTER AT  
T INTERSECTIONS**

STANDARD PLAN

**123-2**

SHEET 2 OF 2



## PRODUCT SPECIFICATIONS

### SURFACE MOUNT COMPOSITE TILES

#### Inline Dome Pattern: Tactile Warning Surface

View additional photos, drawings and specifications on our website: [www.adatale.com](http://www.adatale.com).

Call (800) 372-0519 with any questions.

#### DOME GEOMETRY

*In accordance with ADA Regulations for Detectable Warning on Curb Ramps:* raised truncated domes with a diameter of nominal 0.9", a height of nominal 0.2", and a center-to-center spacing of nominal 1.67" minimum, and 2.35" maximum.

#### TWS PANEL DIMENSIONS

TWS Panels are available in 24"x36", 24"x48", 24"x60", 36"x48", and 36"x60" sizes and measure 3/16" thick. Panels can be custom cut to fit field conditions. All four edges of each panel have a 1/2" beveled edge. Each panel has 12 to 24 pre-formed fastener locations based on panel size.

#### MATERIAL

A homogenous glass and carbon reinforced composite which is colorfast and UV stable. Truncated Domes are fiberglass reinforced for enhanced durability. The TWS panel color is uniform throughout and does not rely on any type of paint coating to achieve color stability. Standard colors include: Federal Yellow, Brick Red, Clay Red, Dark Gray, Black, and Blue.

#### PHYSICAL CHARACTERISTICS:

Compressive Strength	28,900 psi	ASTM D 695
Flexural Strength	29,300 psi	ASTM D 790
Water Absorption	.07%	ASTM D 570
Slip Resistance	1.18 Dry/1.05 Wet	ASTM C 1028
Flame Spread Index	20	ASTM E 84
Salt Spray	No Change (200 hours)	ASTM B 117
Chemical Stain Testing	No Deterioration	ASTM 1308
Abrasion Resistance	549	ASTM C 501
Accelerated Weathering	Delta E < 5.0 (2,000 hours)	ASTM G 155
Tensile Strength	11,600 psi	ASTM D 638
Adhesion to Concrete (20° -180°)	No Delamination or Degradation	ASTM C 903
Freeze/Thaw/Heat	No Disintegration	ASTM C 1026

#### INSTALLATION

Surface Applied Tactile Panels shall be mechanically fastened and adhered to the underlying substrate.

#### INCIDENTALS

**Fasteners:** 1/4" x 1 5/8", yellow composite sleeve anchor with SS pins.

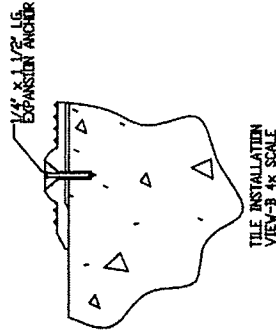
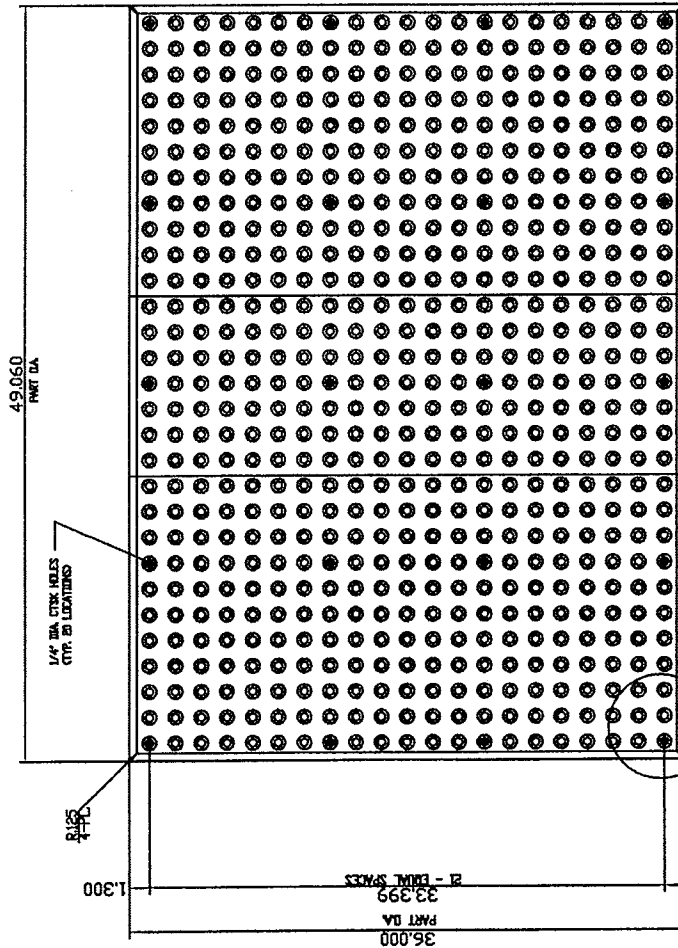
**Adhesive:** one component structural urethane adhesive.

**Sealant:** Sonneborn NP1, Sikaflex 1A, or equivalent.

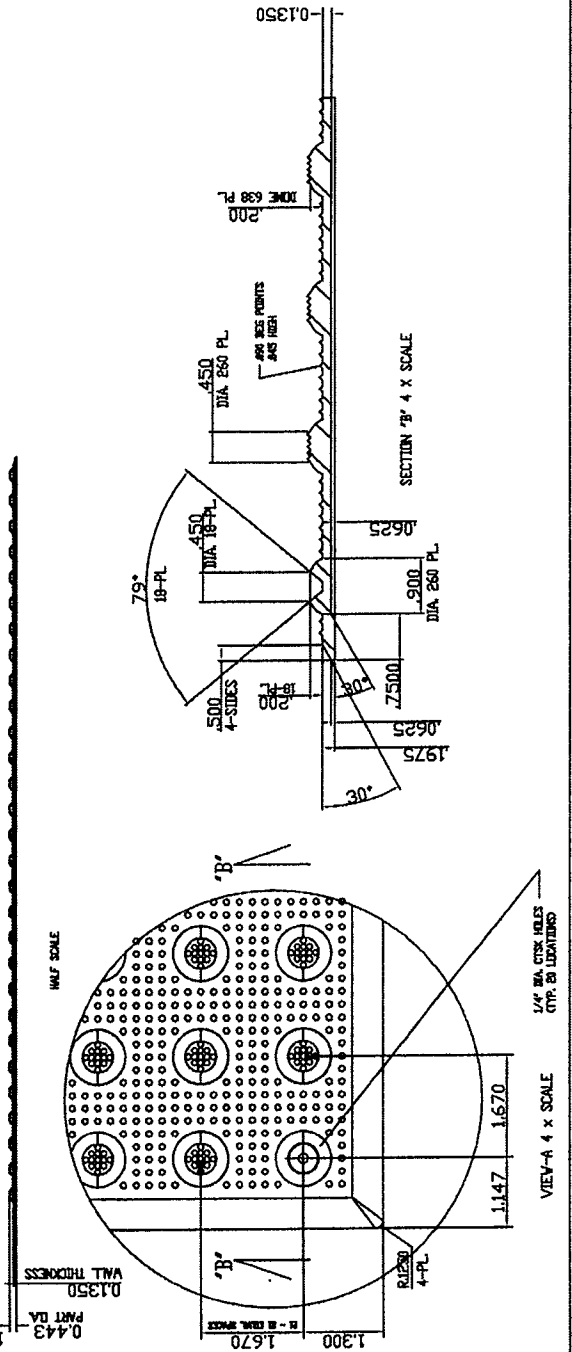
ADA SOLUTIONS, INC.

P.O. Box 3, North Billerica MA 01862 Tel: 800.372.0519 Fax: 978.262.9125

[www.adatale.com](http://www.adatale.com)



MATERIAL LIST		
ITEM	DESCRIPTION	QTY
1		
2		
3		
4		
SCALE		
AS NOTED FULL SIZE		
TRACE	INTERLOCKING SURFACE	PART NO. SEE MATERIAL LIST
MATERIAL		
PROJECT	SURFACE APPLIED DETECTABLE WARNING SURFACE SYSTEM 36" x 48" SOUND ATTENUATING CURB RAMP TILE (INLINE DOME) PLANS AND DETAILS	
DRAWING NO.		REV. NO.
<b>ADA SOLUTIONS, INC.</b> PO Box 3 N.Billerica, Ma. 01862		



# SURFACE MOUNT COMPOSITE TACTILE

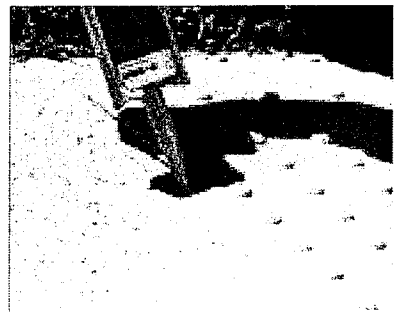
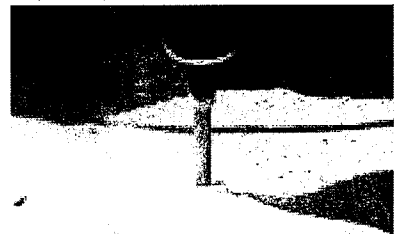
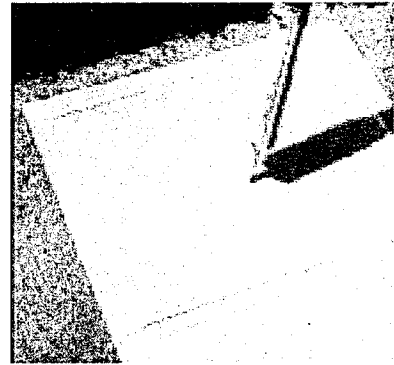
## Installation Procedure

*Be sure to read and understand all of these instructions before you begin.*

- A.** The installation area should be cleaned of all debris, oil and grease, making sure the area is completely free of moisture. Tactile Panel may be surface mounted on existing pre-cleaned substrate.
- B.** Lay out the Tactile Panel on the substrate as it will appear when installed.  
• If required, the Tactile Panel may be cut using a table saw and marble tipped blade. See web site for more details.
- C.** Place a 3/8" bead of adhesive on the frame of the bottom of each Tactile Panel. Adhesive yield: 10SF per 10 ounce cartridge. 18-24SF per 30 ounce cartridge.
- D.** Set the Tactile Panel in the installation area. Make all necessary adjustments prior to fastening.
- E.** Fasteners shall be installed in pre-formed fastener locations. Holes shall be drilled using a hammer drill with 1/4" x 2" min SDS bits. The drilled holes must be a minimum of 2" deep. Place fasteners in hole and hammer into place.  
• If additional fasteners are required, use a 1/2", six point, 82 degree countersink to add a new fastener location. Follow the same drilling method for installing the fastener.
- F.** Caulk around perimeter of entire installation using Sonneborn NP1 or equivalent.  
• All concrete dust present on the Tactile Panel resulting from the drilling process must be cleaned off of the Tactile Panel prior to using any caulking materials.
- G.** Be sure to remove plastic protective covering from the face of the Tactile Panel once the concrete is cured.

\*Not recommended or warrantied for asphalt installation.

*View additional photos, drawings and specifications  
on our website: [www.adatile.com](http://www.adatile.com).  
Call (800) 372-0519 with any questions.*



**PRODUCT SIZES**  
2'x3' 2'x4' 2'x5'  
3'x4' 3'x5'

**APPLICATION**  
Fresh Pour  
Concrete Ramps

## **APPENDIX IV**

### **CONSTRUCTION AND DEMOLITION DEBRIS RECYCLING SUMMARY**

## CONSTRUCTION AND DEMOLITION DEBRIS RECYCLING SUMMARY

Project Type:    ☐ Roadway and/or Bridge/Structure                      ☐ Water/Sewer  
                          ☐ Traffic Signal/Street Lighting                                      ☐ Other \_\_\_\_\_

Project Name: \_\_\_\_\_ Date: \_\_\_\_\_

City Contract No. \_\_\_\_\_

Project Location: \_\_\_\_\_

Thomas Guide Page/Grid No(s): \_\_\_\_\_

Contractor Name: \_\_\_\_\_

Contractor Address: \_\_\_\_\_

Contractor License #: \_\_\_\_\_

Project Duration: From: \_\_\_\_\_ To: \_\_\_\_\_

Demolition and Recycling Cost: \$ \_\_\_\_\_

Type(s) of Debris Generated	Total Quantity Generated (tons, c.y. or units)	Reuse /Recycling		Disposal	
		Total Quantity (tons, c.y. or units)	Name of Reuse/Recycling Facility/Site	Total Quantity (tons, c.y. or units)	Name of Disposal Facility
Asphalt					
Brick					
Concrete					
Green Waste					
Metal (ferrous)					
Metal (non-ferrous)					
Mixed Debris					
Rock					
Soil					
Wood Waste					
Other:					
<b>Total</b>					

Notes:

- Other debris types may include, but are not limited to, Ash, Cardboard, Carpeting, Glass, Gravel, Land Clearing Debris, Non-friable Asbestos, Paper, Plastic, Porcelain, Roofing Material, Sand, and Tires. Attach additional sheets if necessary.
- If the debris is taken to a transfer station solely for the purpose of reuse/recycling, then list the transfer station as the reuse/recycling facility/site.
- If the debris is taken to a transfer station solely for the purpose of transfer to a disposal facility, then list the transfer station as the disposal facility.

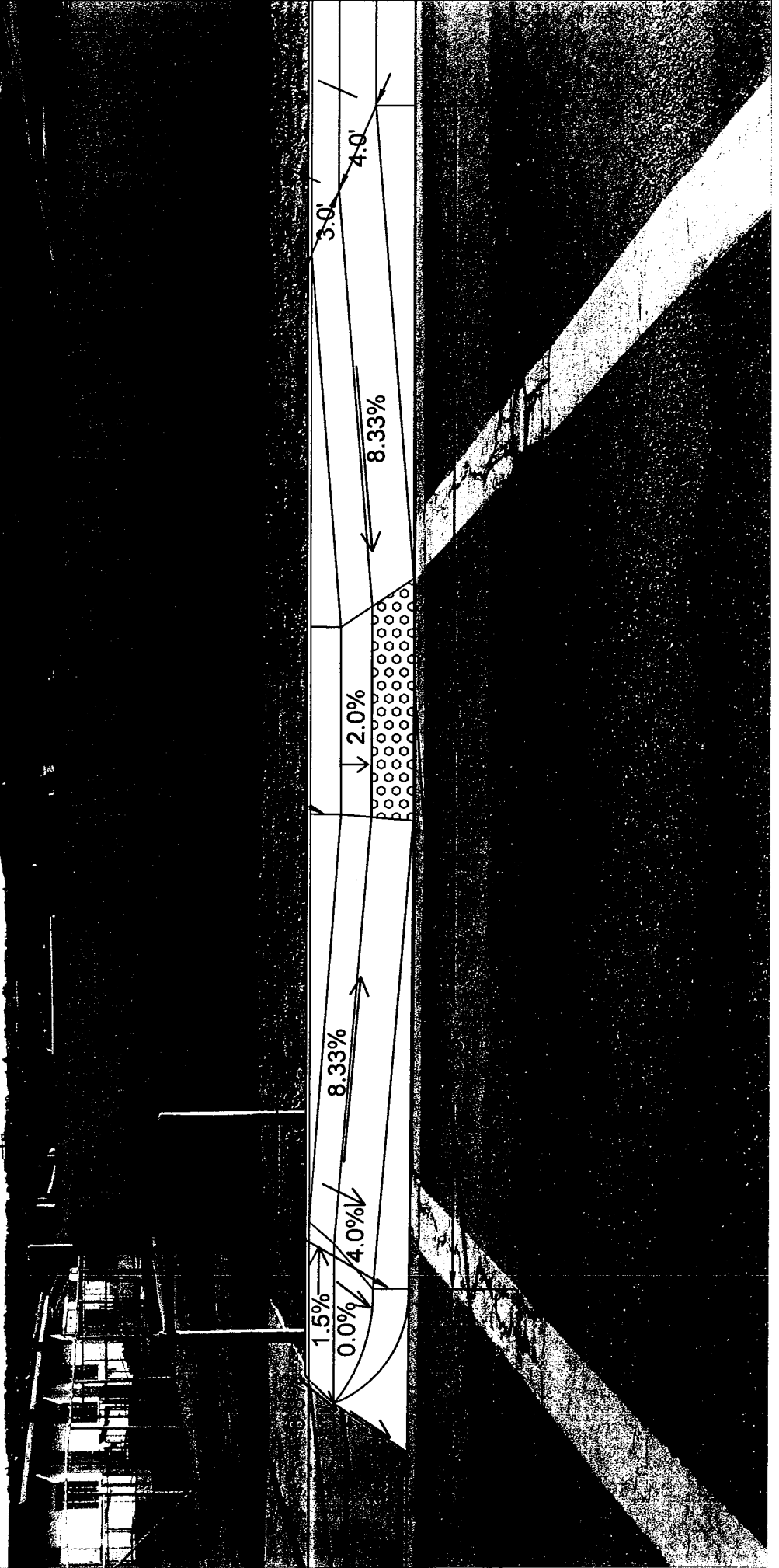
Prepared by \_\_\_\_\_

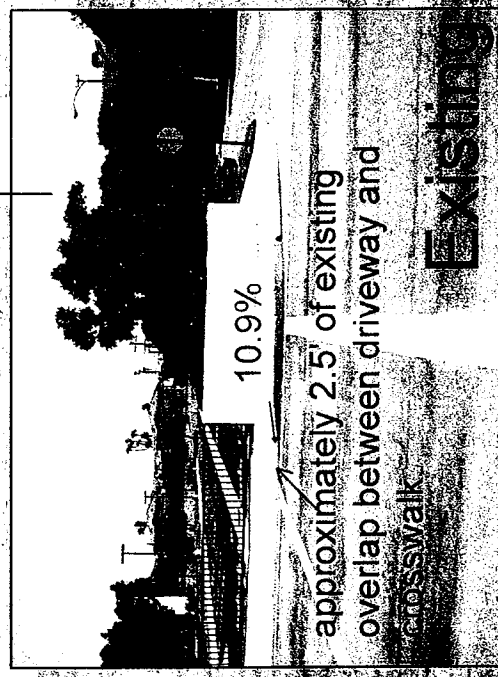
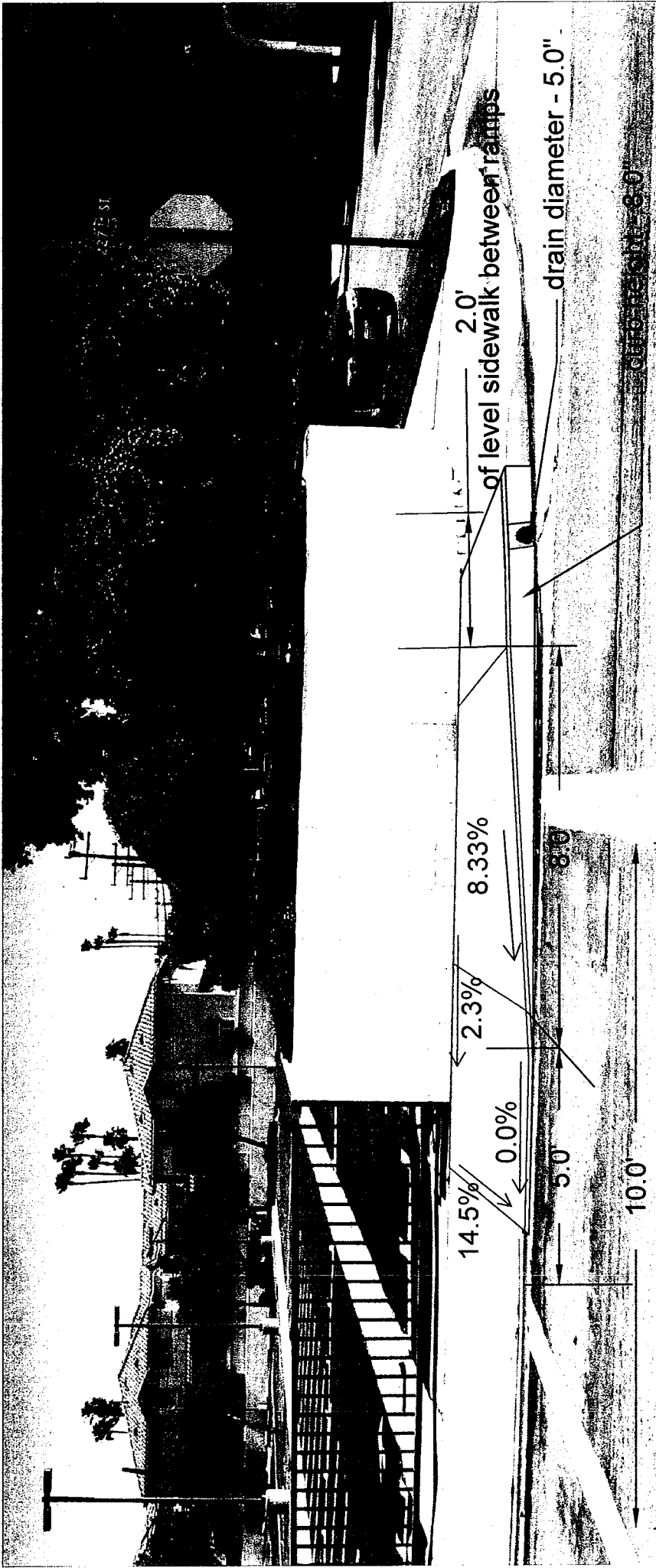
Signature \_\_\_\_\_ Phone #: \_\_\_\_\_



**APPENDIX V**  
**SPECIAL CASE RAMPS**

Location #65: 227th & Kent  
SW Corner Detail A

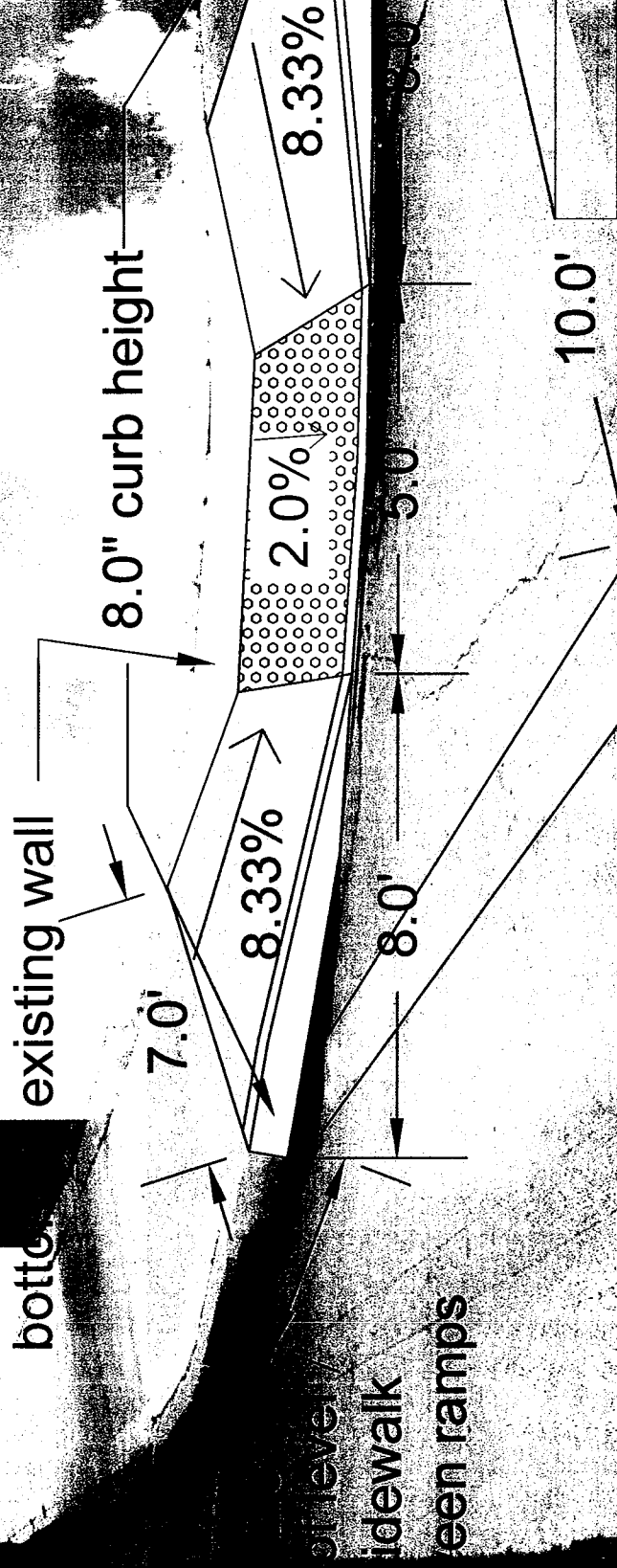




Location #65  
 227th & Kent  
 NW Corner  
 Detail B

Location #65: 227th & Kent  
NW Corner Detail C

227TH ST.  
4100  
KENT  
22603



## **APPENDIX VI**

### **SECTION 3 CDBG DOCUMENTS (REFERENCE ONLY)**

AGENCY REPORT OF CONTRACT AWARD

PUBLIC WORKS PAYROLL REPORT

STATEMENT OF COMPLIANCE

FRINGE BENEFIT STATEMENT

BID EVALUATION MEMORANDUM

SECTION 3 COMPLIANCE SUMMARY

# AGENCY REPORT OF CONTRACT AWARD

TO: Contract Compliance Officer, Community Development Block Grant Division  
Community Development Commission, County of Los Angeles

Date \_\_\_\_\_  
\*FAX a copy to CDBG within 10-days  
(323) 890-8595

Project Name \_\_\_\_\_

CDBG Project Number \_\_\_\_\_

Agency's Project Number \_\_\_\_\_

Name of Local Contracting Agency (LCA) \_\_\_\_\_

LCA Contracting Officer's Name \_\_\_\_\_

Initials \_\_\_\_\_

1. This Agency reports the date for ☐ formal bid opening, or ☐ informal solicitation for this construction project was: \_\_\_\_\_
2. A construction ☐ Contract ☐ Sub-contract was awarded on \_\_\_\_\_ to the ☐ Contractor ☐ Subcontractor identified below.
3. The amount of the Contract Award for construction activity detailed below to be performed by this Contractor is: \$ \_\_\_\_\_

**ATTACH A COPY OF THE PRIME CONTRACTOR'S LIST OF PROPOSED SUB-CONTRACTORS, VENDORS AND MATERIAL SUPPLIERS.**

**ESTIMATED START DATE:** \_\_\_\_\_ **ESTIMATED COMPLETION DATE:** \_\_\_\_\_

**SCOPE OF WORK:** (State the kind of work, if for labor, or material, or both and give Specification reference applicable to THIS CONTRACTOR)

## Identify all TRADES to be used by THIS CONTRACTOR at the site of construction

<input type="checkbox"/> Asbestos Worker	<input type="checkbox"/> Equipment Operator	<input type="checkbox"/> Marble setter	<input type="checkbox"/> Terrazzo Worker
<input type="checkbox"/> Bricklayer	<input type="checkbox"/> Glazier	<input type="checkbox"/> Plasterer	<input type="checkbox"/> Tile layer, Setter, Finisher
<input type="checkbox"/> Carpenter	<input type="checkbox"/> Ironworker	<input type="checkbox"/> Plumber	
<input type="checkbox"/> Cement Mason	<input type="checkbox"/> Labor – Group(s) _____	<input type="checkbox"/> Roofer	
<input type="checkbox"/> Electrician	<input type="checkbox"/> Lather	<input type="checkbox"/> Sheet metal worker	

- ☐ The LCA has provided CDC with a copy of the Section 3 Bid Evaluation form. (Prime Contracts of \$100,000 or more) ☐ N/A
- ☐ The Contractor is Section 3 qualified and has provided all support documents (All contracts of \$100,000 or more). ☐ N/A
- ☐ Contract Provisions that are required by our CDC contract, to be inserted in each subcontract, will be inserted into this contract.
- ☐ The Contractor's Eligibility was verified by the LCA prior to contract award with search results from:  
☐ List of Parties Excluded from federal contract award on the Internet website (<http://www.amet.gov/eplis>).  
☐ California State Contractor Licensing Board on the Internet website (<http://www.cslb.ca.gov>).
- ☐ Each Contractor acknowledges, by signature below, that: "This construction project is funded in whole or in part with Federal funds."
- ☐ Federal Labor Standards Provisions (HUD-4010 form), was provided to the contractor.
- ☐ Wage Decision assigned to this project was provided to each contractor and applies to all workers employed on this project site.  
Federal Wage Decision Number - CA \_\_\_\_\_ Mod. \_\_\_\_\_, DATED \_\_\_\_\_ (<http://www.access.gpo.gov/davisbacon>).
- ☐ Contractor agrees to pay the hourly prevailing wage and fringe benefit rates, as listed in the wage decision, to all workers each week.
- ☐ A Notice of Federal Contract Award letter was sent to the Office of Federal Contract Compliance (contracts \$10,000+) on \_\_\_\_\_
- ☐ A Pre-Construction Conference is scheduled for \_\_\_\_\_

**THIS REPORT MUST BE COMPLETE, SIGNED BY ALL PARTIES AND SUBMITTED TO CDC BEFORE THE CONTRACTOR IS APPROVED TO START WORK**

☐ Owner ☐ Prime Contractor Company Name

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Employer Identification Number: \_\_\_\_\_

Contractor License Number: \_\_\_\_\_

☐ Prime ☐ Subcontractor Company Name

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Employer Identification Number: \_\_\_\_\_

Contractor License Number: \_\_\_\_\_

## **LCA GUIDELINES FOR COMPLETING THE AGENCY REPORT OF CONTRACT AWARD FORM**

For the most part, the *Agency Report of Contract Award* form is self-explanatory and is designed to protect the interest of all concerned parties. The LCA must provide project and agency identification information, obtain initials and signatures and fax the completed form and attachments to the CDBG Contract Compliance Officer within 10-days of contract award. FAX to (323) 890-8595

1. Date of formal Bid Opening or informal Solicitation: Identify the date of formal bid opening or informal solicitation. This information will confirm the "Lock-in Date" (10-days prior to the date of bid opening) of the applicable Federal Wage Decision.
2. Date of Contract Award: LCA's confirmation of the date that the construction contract was signed by the prime contractor.
3. Amount of Contract Award: LCA's confirmation of the dollar amount of each contract or sub-contract awarded.

● Estimated Start and Completion Dates are self-explanatory, but should be used to assist the LCA in scheduling site visits to conduct field interviews.

● Scope of Work: Summarize all work to be performed by the each contractor. Work may be referenced by line item numbers located within the LCA's bid document.

● Identify all Trades to be used by this contractor at the site of construction: Self-explanatory, all work classifications must conform to the work classifications listed on the Federal Wage Decision. LCA must ensure that contractors do not use; "helper, apprentice or journeyman, apprentices must be currently enrolled in a bona fide apprenticeship program. The apprentice work classification (basic trade) must be listed (i.e. Apprentice - Carpenter), and a copy of his/her *DAS Apprentice Verification* letter must be attached to the first payroll that the apprentice is reported on.

● Section 3 Bid Evaluation: Good-faith efforts to meet Section 3 requirements must be documented on Federally assisted construction contracts where the LCA receives \$200,000 in Federal Housing Assistance funds and awards a construction contract or sub-contract in the amount of \$100,000 or more.

● Contract Provisions: The LCA must ensure that all contract provisions identified in the agency's CDC (Exhibit A) contract are included the prime contract and all subcontracts awarded.

● Contractor Eligibility: Prior to any contract or subcontract award, the LCA must ensure that each contractor is eligible to receive a federally funded construction contract. The LCA must also ensure that the license of each contractor is current and active.

1. Obtain the state license number of each proposed contractor or sub-contractor
2. Contact the CA State License Board at (800) 321-2752 or on-line at <http://www.cslb.ca.gov>
3. If you call, follow the instructions given by the automated menu. On-line, click on "License Status Check"
4. Enter the contractor's license number and click on "Check License"
5. The License Detail page will display; Business Information, License Status, Personnel List, etc.
6. Print a copy of this page for your Labor Standards Enforcement file
7. Business Name and Personnel listed on the license must be checked
8. Access the Federal List of Excluded Parties on-line at <http://www.arnet.gov/epls>
9. From the EPLS Search Menu, select "Multiple Names"
10. Enter the business name and all personnel as they appear on the license search
11. Click on "OK"
12. The results of your search will be displayed
13. Print a copy and place it in your Labor Standards Enforcement file

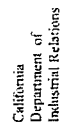
● Federal Labor Standards Provisions: The HUD-4010 form outlines the labor requirements for the contractor and must be included in the bid specifications for all formal competitive bids, or physically attached to each Prime Contract awarded for informal contracts under \$25,000. The Prime Contractor must then attach the HUD-4010 form to each subcontract.

● Wage Decision: LCA must identify the applicable wage determination and provide a copy to each contractor. Inform each Contractor that his/her obligation to pay prevailing hourly wages and fringe benefits applies to all workers and those workers must be paid each week.

● Notice of Federal Contract Award: The Federal "Notice of Contract Award" letter must be sent by the LCA to the local U.S. Department of Labor office:

U. S. Department of Labor  
Office of Federal Contract Compliance Programs  
11000 Wilshire Boulevard, Suite 8103  
Los Angeles, CA 90024

● Pre-Construction Conference: Provide CDC with the date, time and location for the scheduled pre-construction conference. Allow at least 10-days for CDC Construction Contract Compliance staff to attend the conference and provide technical assistance. The conference should be followed up with a "Notice to Proceed" letter to the prime contractor.



# PUBLIC WORKS PAYROLL REPORTING FORM

[illegible]

**CERTIFICATION MUST be completed**  
(See reverse side)

**\*OTHER** - Any other deductions, contributions and/or payments whether or not included or required by prevailing wage determinations must be separately listed. Use extra sheet(s) if necessary

S = STRAIGHT TIME  
O = OVERTIME  
SDI = STATE DISABILITY INSURANCE



Date \_\_\_\_\_

I, \_\_\_\_\_ (Name of Signatory Party), \_\_\_\_\_ (Title)  
do hereby state:

(1) That I pay or supervise the payment of the persons employed by \_\_\_\_\_

(Contractor or Subcontractor) on the \_\_\_\_\_ (Building or Work)

\_\_\_\_\_ ; that during the payroll period commencing on the \_\_\_\_\_

day of \_\_\_\_\_, 19\_\_\_\_, and ending the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_,

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

\_\_\_\_\_ (Contractor or Subcontractor) from the full

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. 276c), and described below:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ — In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ — Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE

SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

# FRINGE BENEFIT PAYMENT CERTIFICATION

PROJECT NAME \_\_\_\_\_

LOCAL CONTRACTING AGENCY \_\_\_\_\_

Location: \_\_\_\_\_

CDBG Project Number: \_\_\_\_\_

Work Classification	HOURLY FRINGE BENEFITS PROVIDED	Name, Address, and Telephone Number of the Approved Plan, Fund, or Program
	Health & Welfare \$ Pension \$ Vacation \$ Apprenticeship/Training \$ Other (explain) \$ <b>TOTAL HOURLY FRINGE \$</b>	
	Health & Welfare \$ Pension \$ Vacation \$ Apprenticeship/Training \$ Other (explain) \$ <b>TOTAL HOURLY FRINGE \$</b>	
	Health & Welfare \$ Pension \$ Vacation \$ Apprenticeship/Training \$ Other (explain) \$ <b>TOTAL HOURLY FRINGE \$</b>	
	Health & Welfare \$ Pension \$ Vacation \$ Apprenticeship/Training \$ Other (explain) \$ <b>TOTAL HOURLY FRINGE \$</b>	
	Health & Welfare \$ Pension \$ Vacation \$ Apprenticeship/Training \$ Other (explain) \$ <b>TOTAL HOURLY FRINGE \$</b>	

I Certify under penalty of perjury that:

☐ I make payments to approved fringe benefit plans, funds, or programs as listed above.

**OR**

☐ I DO NOT make payments to approved fringe benefit plans, funds, or programs.  
Benefits are added to hourly rates and paid each week to the employees.

\_\_\_\_\_  
(Print Company Name)

\_\_\_\_\_  
(Print Name of Person Authorized to Sign)

Contractor License Number: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

TO: Contract Compliance Officer, Community Development Block Grant Division  
Community Development Commission, County of Los Angeles

Date \_\_\_\_\_  
**PRIOR TO CONTRACT AWARD**  
*FAX a copy to (323) 890-8595*

## SECTION 3 BID EVALUATION MEMORANDUM

*(The LCA should refer to the guidelines on the reverse side of this page for assistance with completing this form)*

Awarding Agency: \_\_\_\_\_ Section 3 Coordinator Name \_\_\_\_\_  
Project Name: \_\_\_\_\_ Project Number: \_\_\_\_\_  
Bid Opening Date: \_\_\_\_\_

### BIDDER RESPONSIVENESS

	RESPONSIVE		Bid Amount (List Low Bid First) (Use Additional Sheets if Necessary)
	YES	NO	
<b>BUSINESS NAME:</b>			\$
Option 1. <input type="checkbox"/> Submitted a complete Section 3 Business Certification form and, are <input type="checkbox"/> 51% Owned, or <input type="checkbox"/> 30% or more of their workforce are income qualified workers, AND Resident Certification forms are in file, OR			
Option 2. <input type="checkbox"/> Submitted a complete Section 3 Economic Opportunity Plan that outlines his/her commitment to;			
Option a. <input type="checkbox"/> Incorporate Resident Certification in hiring practice and focus hiring toward income-qualified residents, and/or			
Option b. <input type="checkbox"/> Subcontract % (no less than 25%) of bid amount to Section 3 qualified Business Concerns			
<b>BUSINESS NAME:</b>			\$
Option 1. <input type="checkbox"/> Submitted a complete Section 3 Business Certification form and, are <input type="checkbox"/> 51% Owned, or <input type="checkbox"/> 30% or more of their workforce are income qualified workers, AND Resident Certification forms are in file, OR			
Option 2. <input type="checkbox"/> Submitted a complete Section 3 Economic Opportunity Plan that outlines his/her commitment to;			
Option a. <input type="checkbox"/> Incorporate Resident Certification in hiring practice and focus hiring toward income-qualified residents, and/or			
Option b. <input type="checkbox"/> Subcontract % (no less than 25%) of bid amount to Section 3 qualified Business Concerns			
<b>BUSINESS NAME:</b>			\$
Option 1. <input type="checkbox"/> Submitted a complete Section 3 Business Certification form and, are <input type="checkbox"/> 51% Owned, or <input type="checkbox"/> 30% or more of their workforce are income qualified workers, AND Resident Certification forms are in file, OR			
Option 2. <input type="checkbox"/> Submitted a complete Section 3 Economic Opportunity Plan that outlines his/her commitment to;			
Option a. <input type="checkbox"/> Incorporate Resident Certification in hiring practice and focus hiring toward income-qualified residents, and/or			
Option b. <input type="checkbox"/> Subcontract % (no less than 25%) of bid amount to Section 3 qualified Business Concerns			
<b>BUSINESS NAME:</b>			\$
Option 1. <input type="checkbox"/> Submitted a complete Section 3 Business Certification form and, are <input type="checkbox"/> 51% Owned, or <input type="checkbox"/> 30% or more of their workforce are income qualified workers, AND Resident Certification forms are in file, OR			
Option 2. <input type="checkbox"/> Submitted a complete Section 3 Economic Opportunity Plan that outlines his/her commitment to;			
Option a. <input type="checkbox"/> Incorporate Resident Certification in hiring practice and focus hiring toward income-qualified residents, and/or			
Option b. <input type="checkbox"/> Subcontract % (no less than 25%) of bid amount to Section 3 qualified Business Concerns			

### REASONABLENESS OF BID *(See the back side of this form for assistance with calculating the Zone of Consideration)*

<b>ENTER THE LOWEST BID AMOUNT HERE:</b>	\$
	ADD the Lesser of \$ _____ ( _____ % of Low Bid) OR \$ _____
	TO RECEIVE A SECTION 3 PREFERENCES, THE BID CAN NOT EXCEED: \$

First consideration for a bid preference may be given to a bidder who is a qualified Section 3 Business Concern and provides a reasonable bid.  
Second consideration for a bid preference may be given to a bidder who commits to employing income qualified residents or subcontracting with qualified business concerns prior to contract award and identifies the positions and/or subcontractors on the completed *Economic Opportunity Plan* submitted with his/her bid; and provides a reasonable bid.

### RECOMMENDATION FOR SECTION 3 BID PREFERENCE

The contractor listed below is a Section 3 Responsive Bidder within the "Zone of Consideration"	(Print Name of Contracting Officer)
Check this box below if applicable <input type="checkbox"/> No bidders were able to meet Section 3 responsive and reasonable bidding requirements. Therefore, the construction contract will be awarded to the lowest bidder who has provided a reasonable bid in accordance with the awarding agency's policy and procedures.	(Signature of Contracting Officer)
	(Date)

# GUIDELINES FOR COMPLETING THE SECTION 3 BID EVALUATION MEMORANDUM

**NOTE:** This *Section 3 Bid Evaluation Memorandum* form is required during procurement when;

- The project budget includes \$200,000 or more of housing & development funds (such as CDBG or HOME funds), AND
- The Local Contracting Agency (LCA) anticipates awarding a contract in the amount of \$100,000 or more

A **Section 3 RESPONSIVE BIDDER** is a bidder that submits a *Section 3 Business Certification* form with their bid, documenting that they:

**1<sup>st</sup> Preference – Qualify** as a Section 3 Business concern because they:

**Option a –** The business is 51% owned by low-income residents, or

**Option b –** Employ low-income residents (30% or more permanent full-time employees are income qualified) and signed *Section 3 Resident Certification* form from each employee is submitted with their bid

**- OR -**

**2<sup>nd</sup> Preference – Submit** a completed *Section 3 Economic Opportunity Plan* to reflect that, prior to contract award, they will:

**Option a – Hire** at least 30% aggregate new-hires that are qualified low-income residents, and

Provide the *Section 3 Resident Certification* form for each new-hire.

**Option b – Subcontract** 25% or more of the bid amount to qualified *Section 3 Business Concern(s)*, and

The business provides a *Section 3 Resident Certification* form for each employee.

A **Section 3 NON-RESPONSIVE BIDDER** is a bidder that:

- ▶ Fails to provide a *Section 3 Business Certification* form and *Resident Certification* forms with a bid response, or
- ▶ Fails to provide a *Section 3 Business Certification* form and an *Economic Opportunity Plan* with a bid response, or
- ▶ Fails, prior to contract award, to accomplish the employment or subcontracting goals listed in his/her *Economic Opportunity Plan*.

A **Section 3 REASONABLE BID** is a bid that is not more than the value of "X" higher than the **LOWEST BID**.

1. The actual dollar amount of the lowest bid received from any responsible bidder, **PLUS**
2. The **"X" FACTOR**, which is the lesser of;
  - a. The dollar amount of the required percentage listed on the chart below of the Bid submitted, or
  - b. The actual dollar amount listed on the chart below.
3. Equal the **MAXIMUM ACCEPTABLE BID**.

## Zone of Consideration

If the Lowest Bid is		The "X" FACTOR is the lesser than	
At Least	But Less Than		
\$100,000	N/A	10%	\$9,000
\$100,000	\$200,000	9%	\$16,000
\$200,000	\$300,000	8%	\$21,000
\$300,000	\$400,000	7%	\$24,000
\$400,000	\$500,000	6%	\$25,000
\$500,000	\$1,000,000	5%	\$40,000
\$1,000,000	\$2,000,000	4%	\$60,000
\$2,000,000	\$4,000,000	3%	\$80,000
\$4,000,000	\$7,000,000	2%	\$105,000
\$7,000,000		1.5%	

## SECTION 3 BID PREFERENCES

**First preference** consideration may be given to a bidder who is a qualified *Section 3 Business Concern*; and provides a reasonable bid.

**Second preference** consideration may be given to a bidder who commits to employing income-qualified residents or subcontracting with qualified business concerns prior to contract award and identifies the positions and/or subcontractors on a completed *Economic Opportunity Plan* submitted with his/her bid; and provides a reasonable bid.

If the lowest bid of a qualified *Section 3 Responsive Bidder* is not reasonable (not within the *Zone of Consideration*), OR no bidders are responsive to Section 3 requirements, the contract shall be awarded to the lowest bid from any responsive and responsible bidder in accordance with the LCA's policy and procedures, consistent with *California Public Contracting Code*. When awarding a contract to the lowest bidder who is non-responsive to *Section 3* requirements, but provides a reasonable bid, the contractor must sign a *Section 3 Commitment* form acknowledging that they must document and report all efforts made to achieve the minimum requirements of Section 3 (30% of aggregate new hires must be income qualified, or 25% of the subcontracts awarded will be qualified business concerns).

**NOTE:** The recipient of a *Section 3* contract is required to submit a Contractor's *Economic Opportunity Report* with their final *Certified Payroll Report*.

# CONTRACTOR ECONOMIC OPPORTUNITY REPORT

Name and Address <input type="checkbox"/> Contractor <input type="checkbox"/> Subcontractor:			Date Report Submitted
	Contact Person:		Phone: (include Area Code)
	Federal EIN:		Dollar Amount of Contract:
	Project Number:	Project Name:	

## Part I: Employment & Training Opportunities provided to low-income individuals (Minimum Goal: 30% of New Hires)

JOB TITLE or WORK CLASSIFICATION	TOTAL NEW HIRES	LOW-INCOME NEW HIRES	LOW-INCOME TRAINEES

## Part II: Subcontracts Awarded (Minimum Subcontract Goal is 25% of the Prime Contract Amount)

NAME OF BUSINESS CONCERN	License Number	TYPE OF CONTRACT	AMOUNT
		<input type="checkbox"/> Construction <input type="checkbox"/> Non-construction Contract	\$
		<input type="checkbox"/> Construction <input type="checkbox"/> Non-construction Contract	\$
		<input type="checkbox"/> Construction <input type="checkbox"/> Non-construction Contract	\$

## Part III: Summary of the efforts that were made to generate economic opportunities

☐ Trained and/or Employed \_\_\_\_\_ low-income individuals equal to \_\_\_\_\_ (%) of the aggregate new hires. (Attach Resident Certifications)

☐ Awarded Subcontracts to \_\_\_\_\_ qualified Business Concerns equal to \_\_\_\_\_ (%) of the contract amount. (Attach Business Certifications)

☐ Attempted to recruit low-income individuals through:

- ☐ Advertised through local media, television, radio, newspaper (Attach copy of advertisement)
- ☐ Signs prominently displayed at the project site (Documented by ☐ Memo-to-File, ☐ Photographic, ☐ Inspector's Notes, ☐ Other - \_\_\_\_\_)
- ☐ Contacts with community organizations
- ☐ Contacted management to notify residents and posted or distributed flyers at public housing authority (Attach list)

☐ Participated in a program which promotes the training or employment of low-income individuals (Attach supporting documentation)

☐ Participated in a program which promotes the award of contracts to Section 3 Qualified Businesses (Attach supporting documentation)

☐ Contacted agencies administering HUD Youth-Build programs. (Attach list)

☐ Maintained a file of eligible, qualified low-income Residents and qualified Business Concerns for future employment opportunities.

☐ OTHER: \_\_\_\_\_ (Attach supporting documentation)

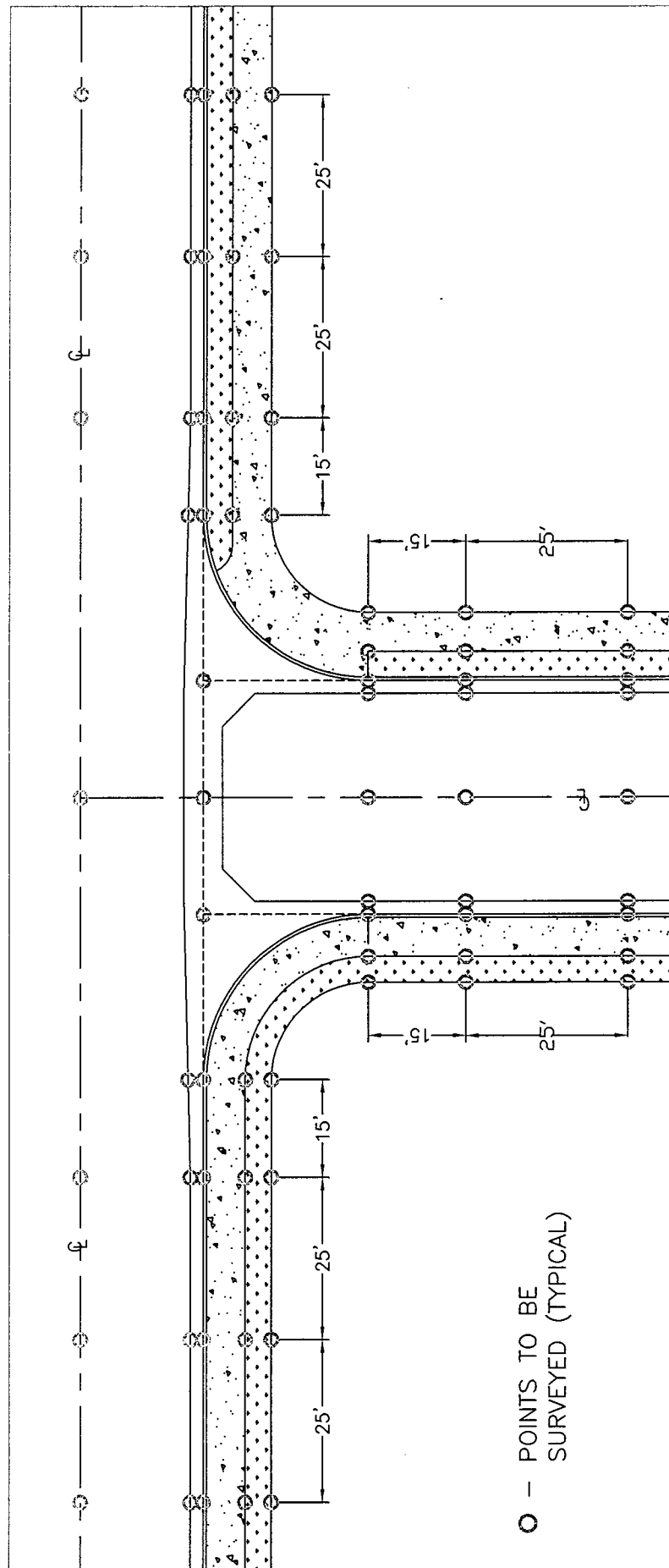
☐ No Economic Opportunities were generated during the course of construction because the work was completed in \_\_\_\_\_

☐ days ☐ weeks ☐ months and no job openings were created.

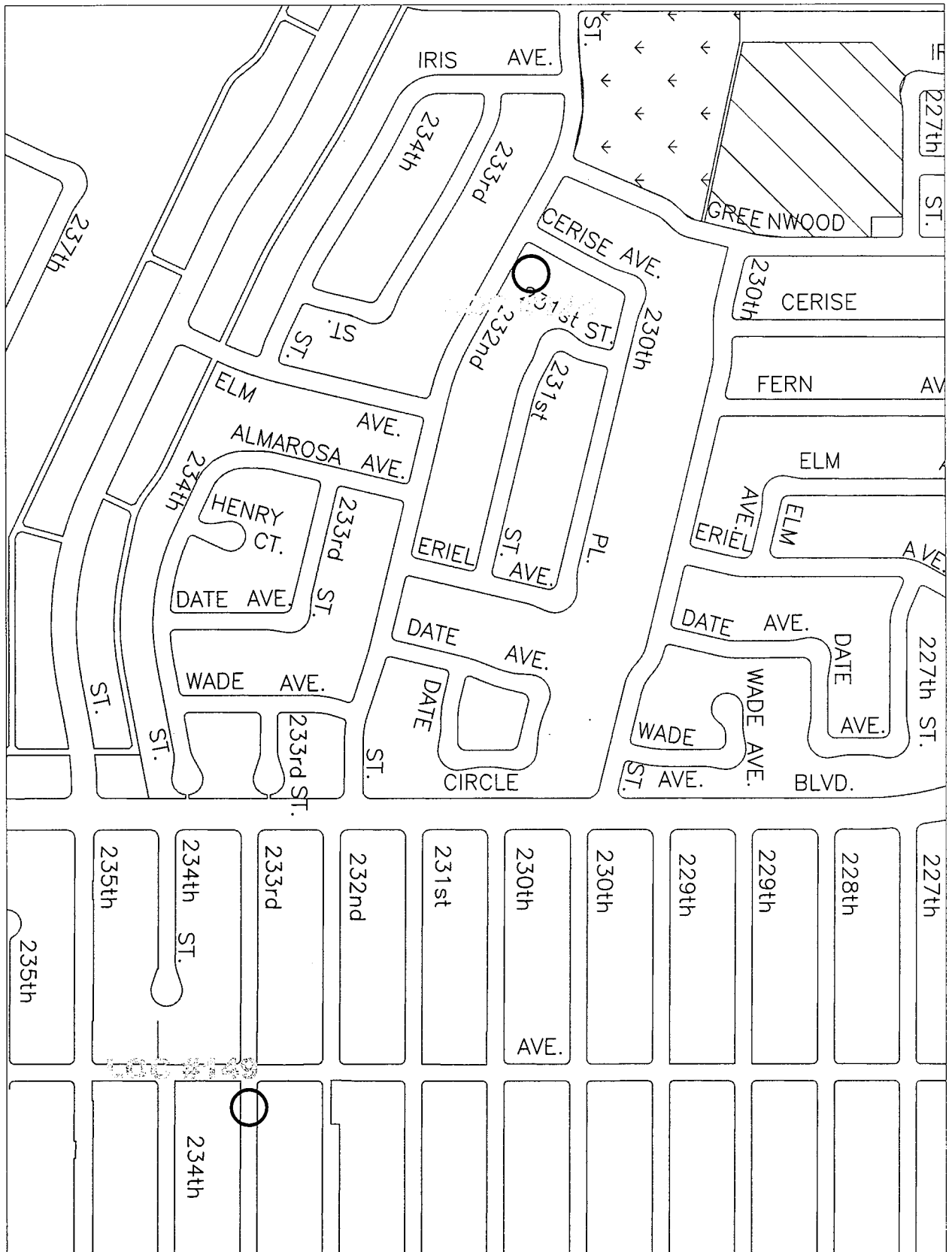
## **APPENDIX VII**

### **PCC CROSS GUTTER IMPROVEMENT INFORMATION**

# CROSS GUTTER IMPROVEMENTS TYPICAL SURVEY POINTS

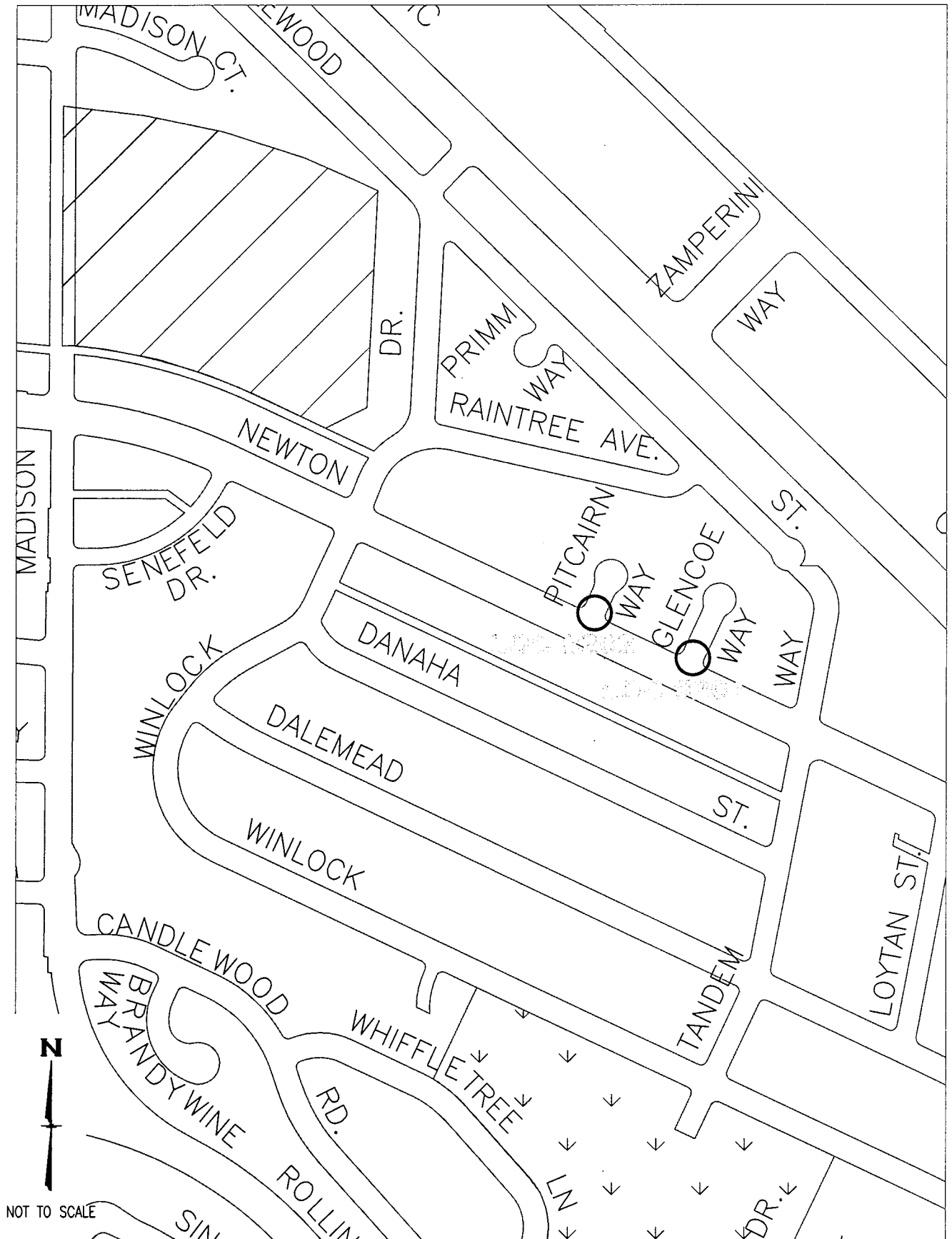


# CROSS GUTTER IMPROVEMENTS LOCATION MAP

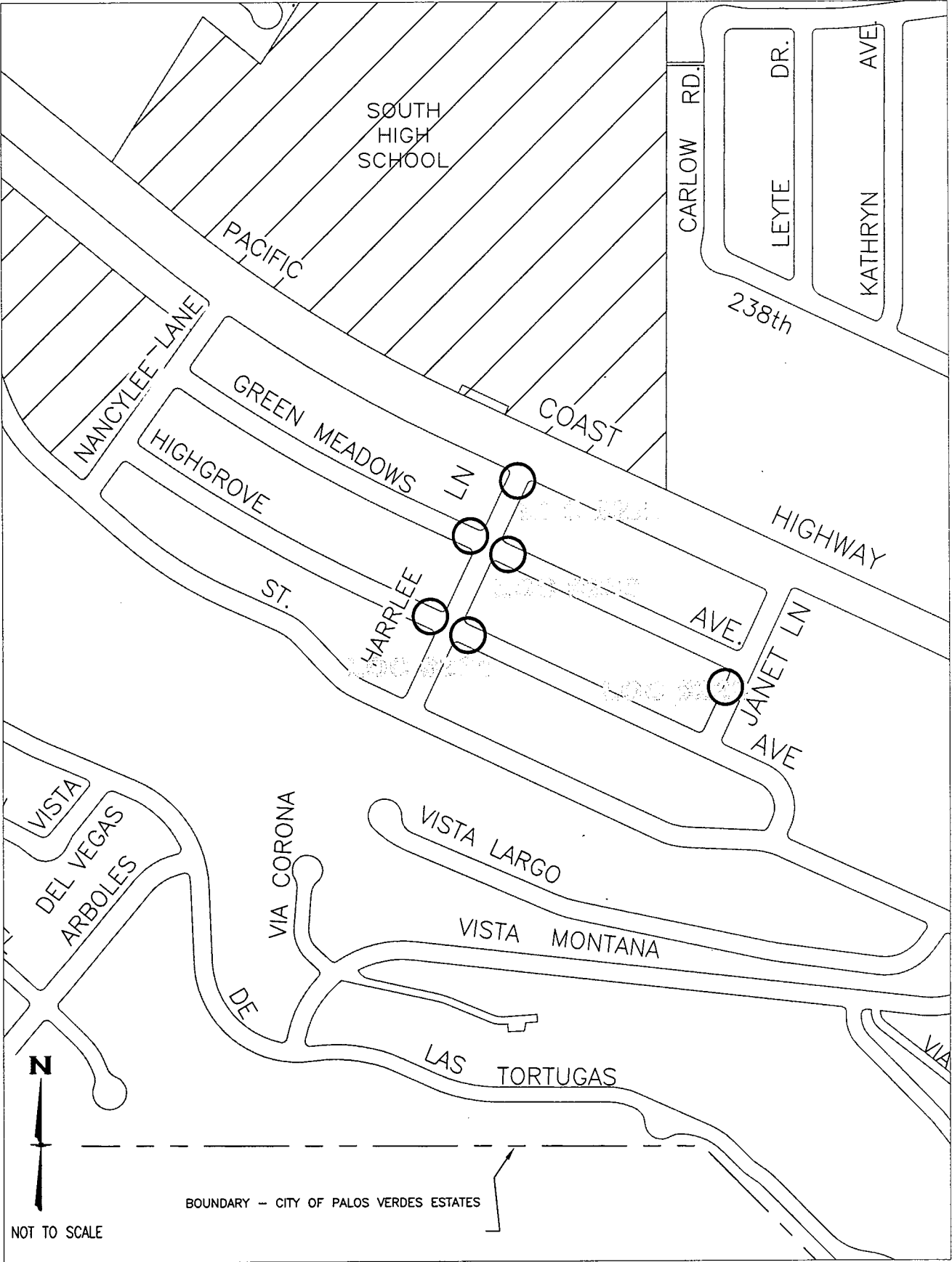




# CROSS GUTTER IMPROVEMENTS LOCATION MAP



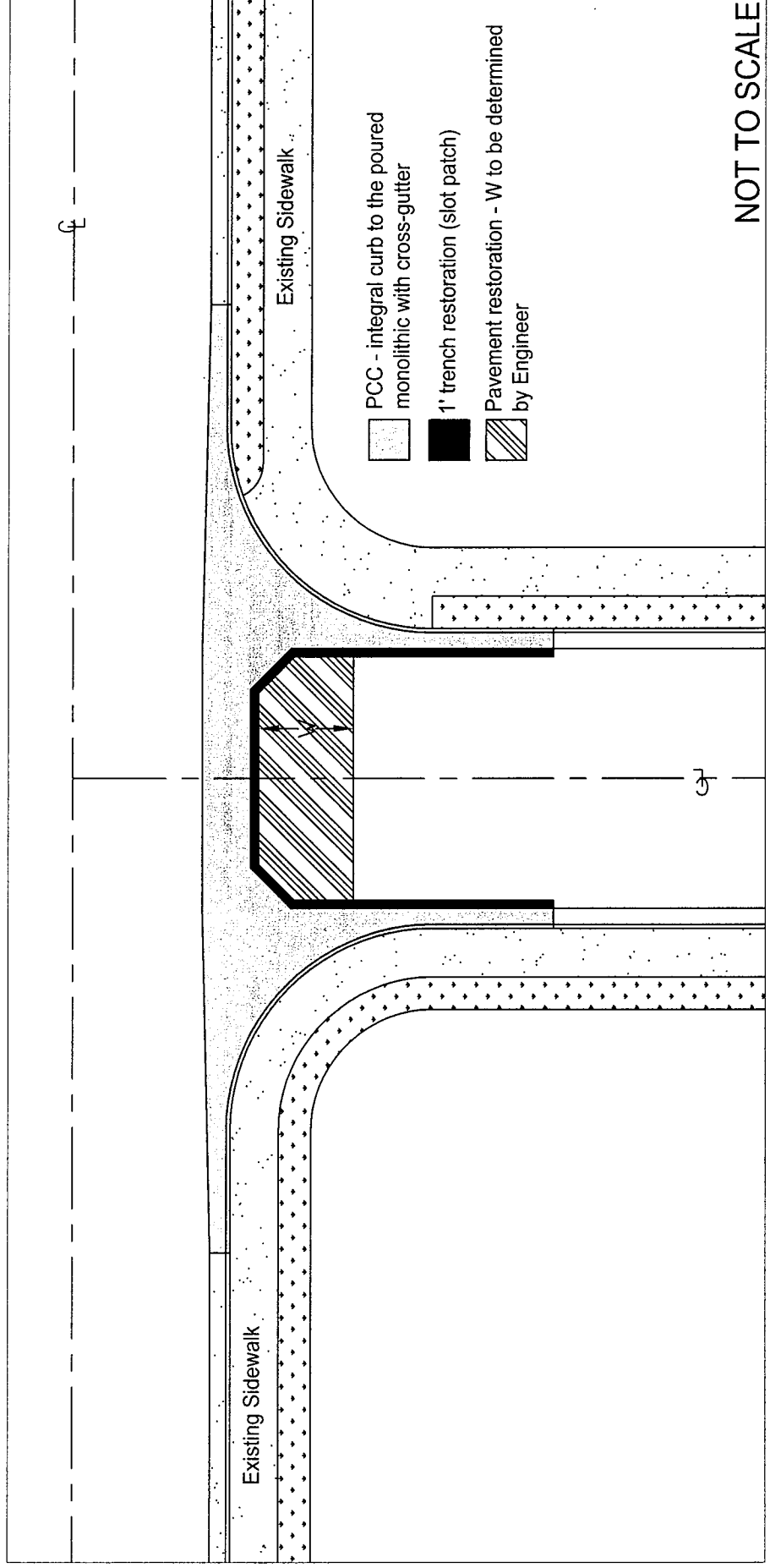
**CROSS GUTTER IMPROVEMENTS  
LOCATION MAP**



[illegible]

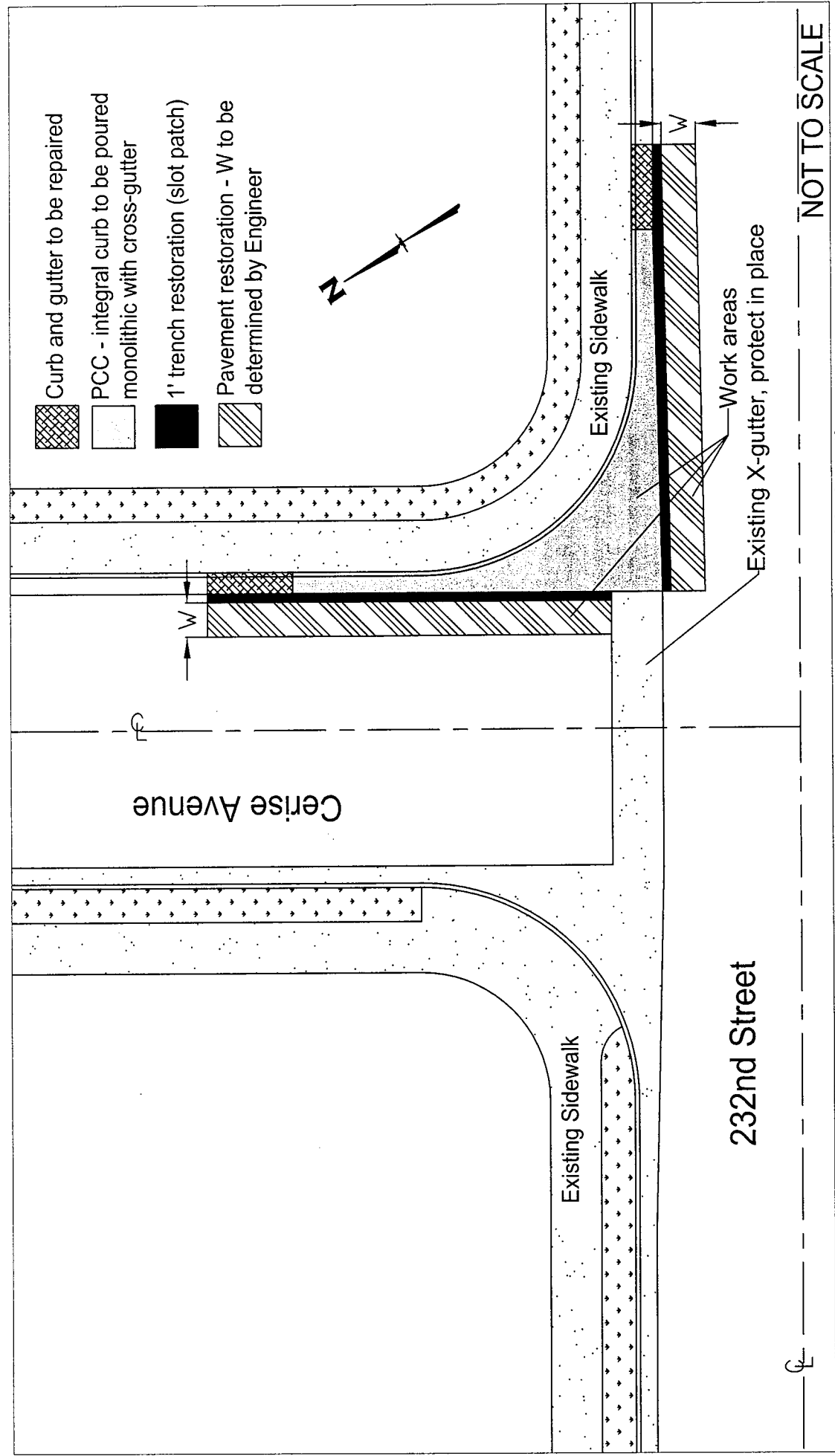
NOT TO SCALE

# **TYPICAL CROSS GUTTER IMPROVEMENT** **(Locations: #201, #202, #228, #230, #249, #250)**



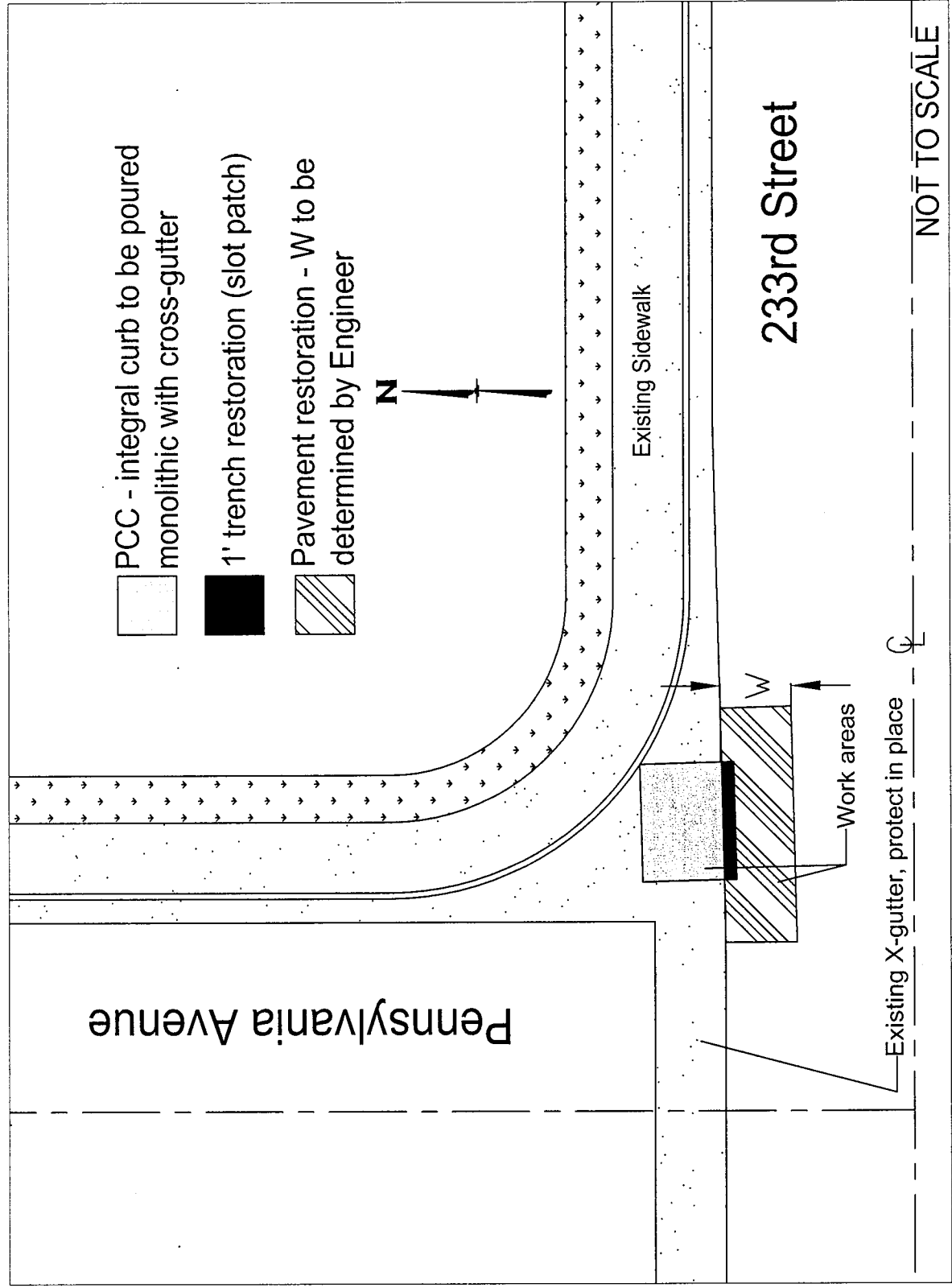
Note: Refer to appendices and bid schedule for quantities and other work at this location

## CROSS GUTTER IMPROVEMENT DETAIL



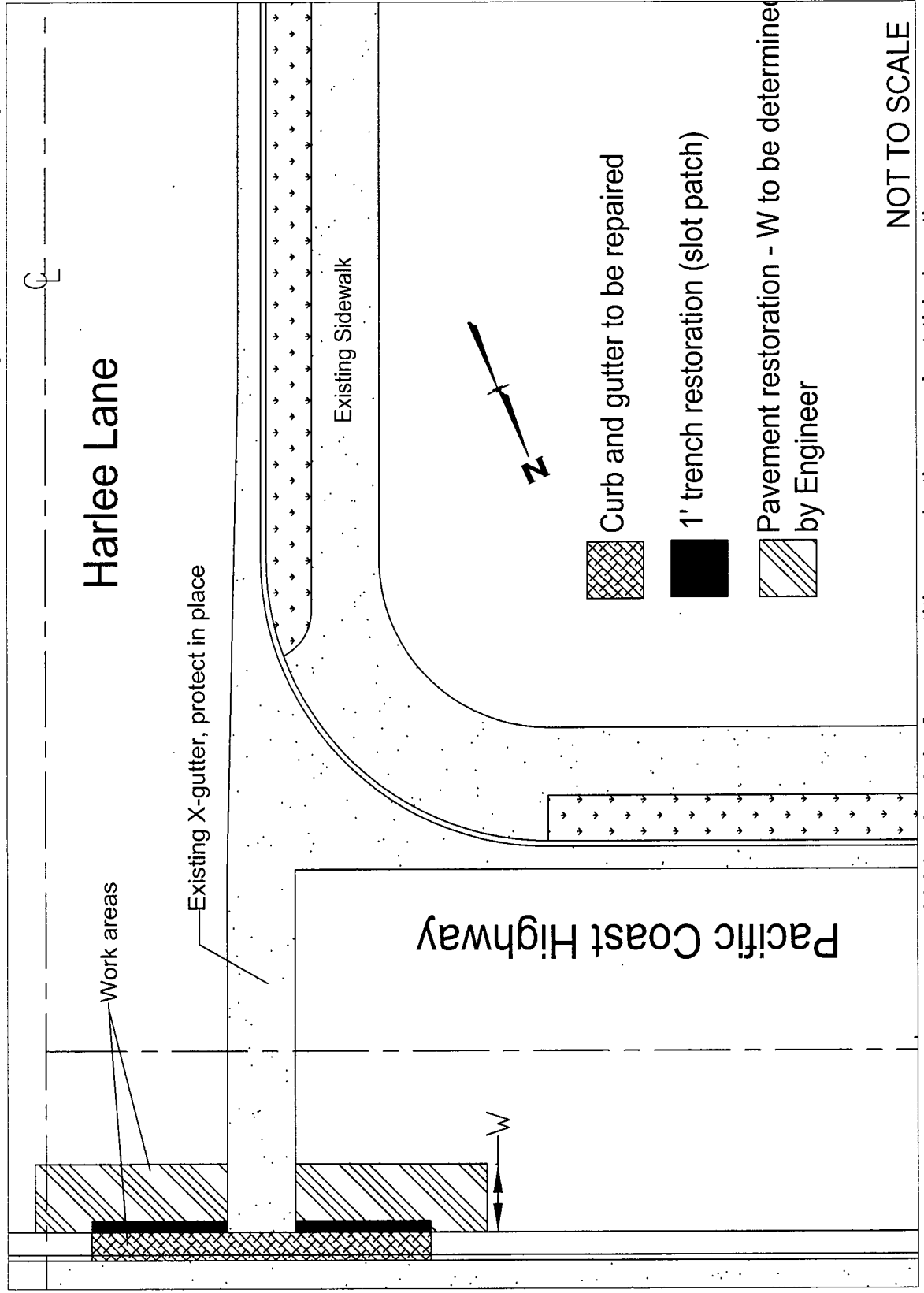
**Note:** Refer to appendices and bid schedule for quantities and other work at this location

# **CROSS GUTTER IMPROVEMENT DETAIL** **PENNSYLVANIA AVENUE AND 233RD STREET (Location #149)**



Note: Refer to appendices and bid schedule for quantities and other work at this location

# **CROSS GUTTER IMPROVEMENT DETAIL** **PACIFIC COAST HIGHWAY AND HARLEE LANE (Location #229)**



Note: Refer to appendices and bid schedule for quantities and other work at this location